

**BLOOMFIELD HILLS SCHOOLS
OAKLAND COUNTY, MICHIGAN**

RESOLUTION

At a regular meeting of the Board of Education of Bloomfield Hills Schools, Oakland County, Michigan (the "School District"), held at the Gary M. Doyle Center for Professional Development, Booth Center, 7273 Wing Lake Road, Bloomfield Hills, Michigan 48301 on the 23rd day of March, 2026 at 6:00 p.m., Local Time.

PRESENT: MEMBERS: _____

ABSENT: MEMBERS: _____

The following preamble and resolution were offered by Member _____ and supported by Member _____.

WHEREAS, the School District and Oakland County (the "County") by, through, and administered by its statutory agent the Oakland County Parks and Recreation Commission (the "OCPRC"), have been discussing for some period of time of having OCPRC operate, manage, plan for, and maintain both the Bowers Farm and the E. L. Johnson Nature Center, each as a County Park, for conservation purposes and for public recreation purposes, including, but not limited to, public recreation activities, pathways, trails, and a parking lot for such purposes; and

WHEREAS, the County and the School District have negotiated two (2) separate Interlocal Agreements: 1) for Bowers, Farm; and 2) for the E. L. Johnson Nature Center, for the purposes outlined above; and

WHEREAS, to effectuate this plan, School District has reviewed and negotiated the terms and conditions of the Interlocal Agreements and is desirous of entering into said Agreements on terms substantially similar to those described in the Interlocal Agreements, which Interlocal Agreements are both attached hereto and incorporated herein by reference as **Exhibit A** (the "Agreements"); and

WHEREAS, the School District is desirous of authorizing the Superintendent of the School District, or his designee, to negotiate the final terms and conditions of the Agreements with the County and OCPRC, on terms substantially similar to the terms and conditions

contained in the Agreements and that are acceptable to the Superintendent and subject to the review and approval by the School District's legal counsel.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Superintendent of the School District, or his designee, is hereby authorized to negotiate the final terms and conditions of the Agreements with the County and OCPRC, on terms substantially similar to the terms and conditions contained in the Agreements and that are acceptable to the Superintendent and subject to the review and approval by the School District's legal counsel.
2. The Superintendent of the School District, or his designee, is hereby authorized to execute the Agreements as well as any and all documents necessary and incidental to said contract, on behalf of the School District.

YEAS: MEMBERS: _____

NAYS: MEMBERS: _____

ABSTAIN: MEMBERS: _____

RESOLUTION DECLARED ADOPTED

Secretary, Board of Education

I hereby certify that the foregoing constitutes a true and complete copy of a resolution duly adopted by the Board of Education of the Bloomfield Hills Schools, County of Oakland, Michigan, at a regular meeting held on the 23rd day of March, 2026 and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meeting Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Secretary, Board of Education

EXHIBIT A
INTERLOCAL AGREEMENTS

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**INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF OAKLAND
AND
BLOOMFIELD HILLS SCHOOLS
FOR BOWERS FARM**

This Agreement (the "Agreement") is made between the County of Oakland, a Constitutional and Municipal Corporation, located at 1200 North Telegraph, Pontiac, Michigan 48341 ("County"), by, through, and administered by its statutory agent the Oakland County Parks and Recreation Commission ("OCPRC") and Bloomfield Hills Schools, a Michigan general powers school district, located at 7273 Wing Lake Road, Bloomfield Hills, Michigan 48301 ("BHS"). County/OCPRC and BHS may each be referred to herein individually as a "Party" and jointly as the "Parties".

INTRODUCTION AND PURPOSE OF AGREEMENT.

- A. BHS is the owner of approximately 84+/- acres of real property, commonly known as Charles L. Bowers Farm, with Parcel Identification Numbers of 19-01-376-006, 19-01-451-002 19-01-451-004, and as more particularly described in the attached Exhibit A and to be confirmed by survey and title in accordance with Section 3.3.3.
- B. The Parties desire to have OCPRC operate, manage, plan for, and maintain the Premises as a County Park, for conservation purposes and for public recreation purposes, including, but not limited to, public recreation activities, pathways, trails, and a parking lot for such purposes.
- C. To effectuate this desire, the County and BHS enter into this Agreement, pursuant to Michigan law, to delineate the duties and responsibilities of the Parties with respect to operation, management, planning, and maintenance of the Premises as a County Park.

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 Exhibits attached hereto, and any other mutually agreed to written and executed modification, amendment, addendum, or exhibit approved in accordance with Section 2.
 - 1.2. **Bloomfield Hills Schools ("BHS")** means BHS, a Michigan general powers school district, its Board of Education, Board members, administrators, employees, agents, contractors, subcontractors, volunteers, and/or any such persons' successors.
 - 1.3. **Bloomfield Hills Schools Employee** means any BHS administrator, employee, agent, contractor, subcontractor, and/or any such person's successors or predecessors (whether such persons act or acted in their personal, representative, or official capacities). "BHS Employee" shall also include any person who was a BHS Employee at any time during the Initial Term, or Renewal Term, of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
 - 1.4. **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 on the Premises; replaces, renovates, or remodels an existing facility or asset on the Premises; or adds a new facility or asset on the Premises.

- 1.5. **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 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 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.
- 1.6. **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. The County and OCPRC may be used interchangeably throughout this Agreement to mean either or both.
- 1.7. **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 Initial Term, or Renewal Term, of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.8. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
- 1.9. **Effective Date.** the date the last Party signs this Agreement.
- 1.10. **Exhibits** means the following documents, which this Agreement includes and incorporates herein by reference:
 - 1.10.1. **Exhibit A:** describes and depicts the Premises.
 - 1.10.2. **Exhibit B:** Preliminary Park Use and Improvement Framework.
- 1.11. **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., which is a statutory agent of the County.
- 1.12. **Park** means the park, with the name set forth in Section 2.6, located on the Premises, which is owned by BHS and operated, maintained and managed by the County as a County Park pursuant to the terms and conditions of this Agreement, except for the Bowers School Academy Building, as described in Section 4.18 below.
- 1.13. **Park Fees and Charges** means 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 OCPRC associated with the use of the Park or the Premises.
- 1.14. **Park Revenue** means the monies generated from the Park Fees and Charges received by OCPRC and grants, gifts, and donations received by OCPRC or by BHS for the Park or Premises.
- 1.15. **Premises** means the real property including any buildings and improvements that are described and depicted in **Exhibit A.**

- 1.16. **Transition Period** means a period of time commencing on the Effective Date and ending on June 30, 2026. Prior to June 30, 2026, the BHS Representative and OCPRC Representative (as defined in Section 4.1) may mutually agree to change the end date of the Transition Period, but in no event shall the Transition Period extend beyond September 30, 2026.

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

- 2.1. **Agreement Term.** This Agreement shall commence on the Effective Date and terminate thirty (30) years from the Effective Date of this Agreement (“Initial Term”). Prior to the expiration of the Initial Term, the Parties may mutually agree to renew this Agreement for up to thirty (30) years, upon mutual written agreement of the Parties (“Renewal Term”). The terms and conditions contained in this Agreement shall not change during the Renewal Term, unless mutually agreed to in writing by the Parties. The approval and terms of this Agreement and any amendments shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State.
- 2.2. **Agreement Amendments.** All amendments or modifications to this Agreement shall be in writing and approved by both Parties and filed as set forth in Section 2.1.
- 2.3. **Real Property Subject to Agreement.** BHS grants to the County use of the Premises for the purposes and according to the terms and conditions set forth herein.
- 2.4. **Use of Premises.** On the date the Transition Period ends, OCPRC shall have care, control, and use of the Premises to operate, manage, plan, maintain, and improve the Premises for public recreation activities as a County Park, except for the Bowers School Farm Building, as described in Section 4.18 below, or as further described and delineated herein, and to provide other recreation activities mutually agreed upon in writing by the Parties. OCPRC shall obtain BHS’ prior written consent to use the Premises for any purpose not described herein, and such approved use does not require a written amendment to this Agreement.
- 2.5. **Fee for Use of Premises.** The County shall not pay a monetary fee to BHS for the use of the Premises pursuant to this Agreement. The Parties acknowledge that the services provided by the County during this Initial Term and Renewal Term of this Agreement are adequate consideration for this Agreement.
- 2.6. **Designation of Park & Name of Park.** During this Agreement, the Park shall be designated as a County Park and named: “Discovery Oaks” with the farm areas designed at “Bowers Farm.”
- 2.7. **Termination/Expiration.**
 - 2.7.1. **Termination by BHS.** BHS may terminate this Agreement, at any time, if OCPRC 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 Premises is no longer being used for the purposes identified in this Agreement; (2) OCPRC provided BHS with information at any time during the Initial Term or Renewal Term of this Agreement that was false or fraudulent; or (3) OCPRC fails to perform any of its obligations under this Agreement and such failure is not cured within thirty (30) calendar days after written notice of default to OCPRC or, if such default is of a nature that it cannot be cured within the thirty (30) day period, and OCPRC does not proceed to diligently cure the default in a time period

mutually agreed to by the Parties.

- 2.7.1.1. **Termination by BHS in Absence of Default/Breach.** If BHS terminates this Agreement, in absence of default or breach by OCPRC, then BHS 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, or such other period as agreed to by the Parties in writing.
- 2.7.1.2. **Termination by BHS for Default/Breach.** If BHS terminates this Agreement for default or breach by OCPRC, then BHS does not have to reimburse OCPRC the non-depreciated value of Capital Improvement Projects to the Park paid for by OCPRC.
- 2.7.2. **Termination by OCPRC.** OCPRC may terminate this Agreement, at any time, if BHS 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 Premises is no longer being used for the purposes identified in this Agreement; (2) BHS provided OCPRC with information at any time during the Initial Term or Renewal Term of this Agreement that was false or fraudulent; or (3) BHS fails to perform any of its obligations under this Agreement and such failure is not cured within thirty (30) calendar days after written notice of default to BHS or, if such default is of a nature that it cannot be cured within the thirty (30) day period, and BHS does not proceed to diligently cure the default in a time period mutually agreed to by the Parties.
 - 2.7.2.1. **Termination by OCPRC in Absence of Default/Breach.** If OCPRC terminates this Agreement in absence of default or breach by BHS, then BHS does not have to reimburse OCPRC the non-depreciated value of Capital Improvement Projects to the Park paid for by OCPRC.
 - 2.7.2.2. **Termination by OCPRC for Default/Breach.** If OCPRC terminates this Agreement for default or breach of BHS, then BHS 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, or such other period as agreed to by the Parties in writing.
- 2.7.3. **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 or fixtures attached to the Premises.
- 2.7.4. **Condition of Park Upon Expiration/Termination of Agreement.** Upon the expiration or termination of this Agreement, OCPRC shall cease all Park use, planning, management, maintenance, and operation, and surrender the Premises to BHS and cooperatively work with BHS to transfer management and operation of the Premises to BHS.
- 2.7.5. **Payment for Non-Depreciated Capital Improvement Projects Upon Agreement Expiration.** If this Agreement is not renewed at the end of the Initial Term for the Renewal Term, then BHS shall reimburse OCPRC the amount of the

non-depreciated value of Capital Improvement Projects to the Park, paid for by OCPRC, before the date this Agreement expires, or such other period as agreed to by the Parties in writing. Upon the expiration of the Renewal Term, BHS shall not reimburse OCPRC the amount of the non-depreciated value of Capital Improvement Projects to the Park, paid for by OCPRC.

3. **TRANSITION PERIOD.**

3.1. **Transition Period.** This Agreement includes a Transition Period. During the Transition Period, the Parties shall work cooperatively to facilitate the transfer of Park planning, management, maintenance, and operations to OCPRC. Notwithstanding any other provision, either Party may terminate this Agreement, without liability, prior to the end of the Transition Period, if they are not satisfied with the plans for the transfer, planning, management, maintenance, and operations of the Park. No Capital Improvement Projects may commence during this Transition Period.

3.2. **Park Information.**

3.2.1. **Grants & Endowments.** Within thirty (30) days of the Effective Date, BHS shall provide OCPRC copies of any grant agreements, endowment agreements, or other agreements, if any, that impose restrictions and conditions upon the Premises and its use.

3.2.2. **Agreements between BHS and Third Parties.** Within thirty (30) days of the Effective Date, BHS shall provide OCPRC with copies of all third-party agreements relating to the use, management, maintenance, or operation of the Premises, if any. OCPRC is not under any obligation to assume any third-party agreements relating to the management or operation of the Premises.

3.3. **Rights and Obligations During the Transition Period.**

3.3.1. **Park Operation and Maintenance During Transition Period.** During the Transition Period, BHS shall be responsible to operate, repair, and maintain the Premises and pay all costs associated therewith, including utilities (water, sewer/sanitary, electric, and gas).

3.3.2. **County Right to Access and Perform Work on the Premises.** During the Transition Period, the County may access the Premises to plan for maintenance, restoration, repairs, security and improvements to the Premises and only provide programming, mutually agreed to by the BHS Representative and OCPRC Representative in writing.

3.3.3. **Premises Inspections.** During the Transition Period, the County shall inspect the infrastructure and conditions of the Park/Premises and the title for the Premises, including but not limited to, the condition of utilities and their connections, parking lots, trees, buildings, restrooms, pavilions, playground equipment, trails and pathways, and any other structures or buildings located on the Premises. The inspection shall be codified in a written document to illustrate the condition of the Premises at the end of the Transition Period and provided to BHS. Any damage to the Premises due to such inspections, shall be repaired by the County and the Premises shall be fully restored to a condition that existed prior to such inspections. Additionally, any changes to this Agreement that are required based upon the County's inspection of the Park/Premises, including any restrictions or encumbrances relating to title, shall be reflected in an amendment to this Agreement

which shall be mutually agreed upon and entered into by the BHS Representative and the OCPRC Representative to reflect the same prior to the expiration of the Transition Period.

3.3.4. **Preliminary Park Use and Improvement Framework.** The Preliminary Park Use and Improvement Framework, **Exhibit B**, sets forth the use and improvement plan for the Transition Period and shall form the basis of the Park Action Plan described in Section 4.7.

3.3.5. **Park Planning.** During the Transition Period, the County shall: (1) assume primary responsibility for Park planning consistent with the Preliminary Park Use and Improvement Framework; (2) regularly consult with the BHS Representative about such planning; and (3) organize public/community engagement concerning the park development, and planning. The Parties acknowledge that OCPRC has conducted previous public/community engagement regarding this Park and the additional engagement required by this Section will build upon the previous public/community engagement.

3.3.6. **Park Programming.** During the Transition Period, OCPRC may organize and host recreation programs, events, volunteer activities, and other activities on the Premises upon mutual written agreement of the Parties.

3.4. **Mutual Assistance Agreements.** During the Transition Period and thereafter and until the Final Park Action Plan is mutually agreed to by the Parties, the BHS Representative and OCPRC Representative may enter into agreements, as needed, to provide additional services for the operation, repair, maintenance, and programming for the Park and to address the costs associated therewith.

3.5. **Environmental Condition.**

3.5.1. **Environmental Assessments.** During the Transition Period, OCPRC shall examine the Premises and perform a Phase I Environmental Site Assessment (ESA), at its sole cost, and may perform additional environmental assessments that OCPRC deems necessary, in its sole discretion and at its sole cost.

3.5.2. **Copies of Environmental Assessments.** OCPRC will provide BHS with a copy of the Phase I ESA and any other environmental assessments. OCPRC shall take possession of the Premises subject to such Phase I ESA and other environmental assessments performed pursuant to this Section.

3.5.3. **Termination Related to Environmental Assessments.** Notwithstanding any other provision, OCPRC or BHS may terminate this Agreement prior to the end of the Transition Period, if either Party is not satisfied with the condition of the Premises as evidenced by the Phase I ESA or other environmental assessments performed pursuant to this Section.

4. **PARK GOVERNANCE & OPERATIONS.**

4.1. **Agreement Administration.** BHS' Superintendent or his successor or his written designee is BHS' Agreement Administrator (hereinafter "the BHS 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 Party of any changes to their written designees.

- 4.2. **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 BHS Representative and the OCPRC Representative for possible resolution. If the BHS Representative and the OCPRC Representative cannot resolve the

dispute, then the dispute shall be submitted to non-binding mediation, and both Parties shall share equally in the costs associated with mediation. If the Parties are unable to resolve the dispute through mediation, then either Party may seek any remedy available as permitted by law, in accordance with the governing law provisions under Section 7.10 of this Agreement.

- 4.3. **Park Management and Operations.** Except as otherwise provided by this Agreement, OCPRC shall manage and operate the Park in a manner consistent with other OCPRC Parks, OCPRC policies, the OCPRC 5-Year Parks and Recreation Master Plan (“OCPRC Master Plan”) the Park Action Plan described in Section 4.7, and any other plans and programs set forth and described herein. OCPRC shall manage, maintain, and operate the Park with OCPRC employees, volunteers, and contractors and subcontractors pursuant to the plans and programs set forth and described herein.

4.4. **Park Improvement Projects.** OCPRC shall be responsible to provide, perform and construct (either directly or through third parties) improvements for the Park. This responsibility and the costs associated therewith shall be addressed in the Park Action Plan set forth in Section 4.7, with the general understanding that OCPRC shall be responsible for the costs associated with such improvements, unless otherwise agreed to by BHS. Where applicable, all improvements and Capital Improvement Projects that are to be completed pursuant to this Agreement or as part of the Park Action Plan pursuant to Section 4.7 shall be done in a professional and workmanlike manner and in compliance with all applicable local, state, and federal laws, including, to the extent applicable, those laws pertaining to school building construction, being the Revised School Code, MCL 380.1 *et seq.*, the School Building Construction Act, MCL 388.851 *et seq.*, the Still-Derossett-Hale Single State Construction Code Act, MCL 125.1501 *et seq.*, and the Michigan Building Code (collectively the “Construction Acts”). All Capital Improvement Projects constructed pursuant to the Park Action Plan shall become an integral part of the Premises, remain on the Premises at the expiration or termination of this Agreement, and shall be owned by the BHS. As such, BHS shall account for depreciation of any Capital Improvement Projects (if constructed) on BHS’ financial statements. No Capital Improvement Projects shall occur without the prior written approval of the BHS Representative, unless such Capital Improvement Project is included in the Park Action Plan created pursuant to Section 4.7.

- 4.5. **Park Maintenance/Repairs.** The responsibility for, provision of, and costs for Park maintenance and repairs shall be set forth in the Park Action Plan described in Section 4.7. Notwithstanding the foregoing, it is the Parties intent that OCPRC shall be responsible for the all costs associated with such maintenance and repairs, unless otherwise agreed to by BHS and the Park, at a minimum, shall be maintained in a similar manner to how OCPRC maintains its other Oakland County Parks.

- 4.6. **Park Utilities and Services.** OCPRC shall be responsible to provide the utilities and services, it deems necessary for the operation of the Park. The provision of and costs for

all utilities, including water, sewer/sanitary, electric, and gas, for the Park and Premises shall be the responsibility of BHS until the end of the Transition Period and shall be responsibility of OCPRC thereafter during the Initial Term or Renewal Term of this Agreement. The Parties may further delineate the responsibilities and costs applicable to the Park and Premises utilities in the Park Action Plan described in Section 4.7. Notwithstanding the foregoing, it is the Parties intent that OCPRC shall be responsible for all the costs associated with such utilities and services, unless otherwise agreed to by BHS in writing. However, OCPRC shall not authorize or approve any easements or other encumbrances to, on, or across the Park or the Premises.

4.7. **Park Action Plan.**

- 4.7.1. By May 1, 2026, OCPRC shall create a Preliminary Park Action Plan for the Park and by September 30, 2026, OCPRC shall create a Final Park Action Plan for the Park. The Preliminary Park Action Plan and the Final Park Action Plan shall be collectively referred to in this Agreement as “Park Action Plan.” The terms of this Agreement shall apply equally to the Preliminary Park Action Plan and the Final Park Action Plan. The OCPRC Representative and the BHS Representative may agree in writing to extend the deadline for the delivery of the Final Park Action Plan.
- 4.7.2. The Park Action Plan shall be based on **Exhibit B**, the Preliminary Park Use and Improvement Framework and created pursuant to OCPRC’s current policies and procedures. The Park Action Plan shall establish a structure to guide the stewardship, operation, and investment of the Park with the following intentions:
 - 4.7.2.1. Guide operational and capital decisions during the first five years of implementation;
 - 4.7.2.2. Align Park priorities with OCPRC system goals;
 - 4.7.2.3. Provide continuity and transparency as planning, engagement, and investment activities happen; and
 - 4.7.2.4. Ensure the Park is managed in a manner that is equitable, fiscally responsible, resilient, and sustainable over the long term.
- 4.7.3. The Park Action Plan will have two Attachments: (1) Attachment A, the Capital Improvement Plan (“CIP”) and (2) Attachment B the Park Operations and Management Plan (“POMP”).
- 4.7.4. The CIP shall establish a five (5) year framework to identify, evaluate, and prioritize potential capital investments at the Park. The CIP serves as a planning and evaluation tool, not a guarantee of implementation. Inclusion of an item in the CIP does not constitute project approval, funding authorization, or a commitment to proceed. The CIP will set forth a process for approvals, authorizations, and commitments to proceed. Inclusion of an item in the CIP constitutes BHS pre-approval for the project type to proceed when funding is available, without requiring additional BHS approval. The CIP may be amended as set forth in the Park Action Plan, but at least every four (4) years OCPRC shall create an updated CIP, which the BHS Representative shall have at least sixty (60) days to review and approve. If the BHS Representative does not approve the CIP, the improvement may not be made, unless otherwise agreed to by the Parties. The updated CIP, approved by the BHS Representative, shall replace the existing CIP and be incorporated into the Park Action Plan as Attachment A.

- 4.7.5. The POMP shall establish a framework for day-to-day Park operations, Park maintenance, Park staffing, Park programming, and Park coordination. The POMP may be amended as set forth in the Park Action Plan, but at least every five (5) years OCPRC shall create an updated POMP, which the BHS Representative shall have at least sixty (60) days to review and approve. If the BHS Representative does not approve the POMP, the change may not be made, unless otherwise agreed to by the Parties. The updated POMP, approved by the BHS Representative, shall replace the existing POMP and be incorporated into the Park Action Plan as Attachment B.
- 4.7.6. Once completed, OCPRC shall submit the Park Action Plan to the BHS Representative for comments and recommendations. The BHS Representative shall submit comments and recommendations to the OCPRC Representative within thirty (30) Days of receipt of the Park Action Plan. The OCPRC Representative shall review and consider the BHS Representative's comments and recommendations and shall endeavor to address all comments and recommendations. The Park Action Plan shall not be approved or implemented by OCPRC without prior written approval by the BHS Representative. If the BHS Representative does not respond within the thirty (30) day period, then the BHS Representative is deemed to have approved the Park Action Plan. Every five (5) years OCPRC shall create an updated Park Action Plan, which the BHS Representative shall have at least sixty (60) days to review and comment on.
- 4.8. Notwithstanding any other provision in this Agreement, if the BHS Representative and OCPRC Representative cannot agree to a Preliminary Park Action Plan by the end of the Transition Period, then OCPRC or BHS may proceed under the Dispute Resolution Section of this Agreement, Section 4.2 or terminate this Agreement. No Capital Improvement Projects may commence during this Transition Period.
- 4.9. **Volunteers and Employees.**
- 4.9.1. OCPRC shall manage and operate the Park with OCPRC employees, volunteers, and contractors and subcontractors.
- 4.9.2. OCPRC may use volunteers at the Park in various capacities, including existing volunteers and volunteer groups. All volunteers providing volunteer service at the Park shall become part of OCPRC's volunteer program.
- 4.9.3. OCPRC has no obligation to hire BHS employees to work at the Park, but OCPRC shall provide information to BHS employees, who currently work at the Premises, on how BHS employees may apply for OCPRC employment.
- 4.10. **Personal Property and Equipment.** At no cost to OCPRC, BHS shall transfer ownership of all personal property and equipment listed in the Final Park Action Plan. The Parties acknowledge that this Agreement and the Final Park Action Plan will operate as a bill of sale and that no further documents are required to effectuate the transfer of the personal property and equipment. The BHS Representative and the OCPRC Representative are authorized to sign any other documents needed to effectuate the transfer of the personal property and equipment.
- 4.11. **Animals.** At no cost to OCPRC, BHS shall transfer ownership of all animals listed in the Final Park Action Plan. The Parties acknowledge that this Agreement and the Final Park Action Plan will operate as a bill of sale and that no further documents are required to

effectuate the transfer of the animals. The BHS Representative and the OCPRC Representative are authorized to sign any other documents needed to effectuate the transfer of the animals.

- 4.12. **Park Access/Parking.** OCPRC shall be responsible to determine how Park patrons will access the Park (ingress to and egress from the Park) and where patrons will park while using the Park. This responsibility and the costs associated therewith shall be addressed in the Park Action Plan with the general agreement that OCPRC shall be responsible for the costs associated with such parking, unless otherwise agreed to in writing by the BHS. In no event shall any resident of BHS or the County incur any fee or charge for entering the Park or Premises or for parking a vehicle in or on the Park or Premises.
- 4.13. **Park Rules.** During the Initial Term or Renewal Term of this Agreement, the Park and Premises shall be subject to OCPRC Rules and Regulations and OCPRC policies and procedures, except as otherwise provided by this Agreement.
- 4.14. **Park Security.** Security for the Park shall be provided by OCPRC at its sole expense.
- 4.15. **Signs.** OCPRC shall be responsible for and is permitted to erect signs to identify the Park and features/structures located therein and to erect other signs that are typical and/or necessary at a public park of this nature. OCPRC shall be required to comply with local ordinance requirements regarding the design and placement of any new signs. OCPRC shall be responsible for the cost of signs it erects.
- 4.16. **Sponsorship of Events/Programs at Park by Third Parties.** Without approval from the BHS, OCPRC may solicit or accept sponsorship of events/programs at the Park by third-parties, pursuant to OCPRC policies and procedures; provided that third-party sponsorships may not be associated with alcoholic beverages or drugs (legal or illegal) while school is in session on the Premises. Any sponsorship of events/programs shall be limited to those that would not be prohibited in BHS' facilities or on BHS property (use or promotion of alcohol, drugs or other illegal activities, etc.).
- 4.17. **Use of Park by Third Parties.** Notwithstanding any other provision in this Agreement, OCPRC may license use of the Park to third parties for events or programs, without approval from and notification to BHS. OCPRC shall allow such use via written agreement with the third party, pursuant to OCPRC policies and procedures. To avoid scheduling conflicts at the Park, all third parties desiring to use the Park for events or programs shall schedule such use through OCPRC. The written agreement for use of the Park by third parties shall also include BHS as an indemnified party and an additional insured as well, if insurance is required.
- 4.18. **Use of Park by BHS.**
 - 4.18.1. **Bowers School Farm Building.** BHS shall have exclusive use and access to the Academy Wing of the Bowers School Farm Building pursuant to the following parameters:
 - 4.18.1.1. Room 117 (Agriscience classroom) shall remain restricted for exclusive instructional use by BHS during the BHS school year. Room 117 would not be used by anyone else on evenings or weekends during the school year, but the Room can be used by others during the summer when school is not in session, unless otherwise agreed to, in writing, by the BHS Representative and OCPRC Representative. When school is not in session OCPRC shall be responsible for scheduling use of Room 117.

4.18.1.2. Rooms 115 and 116, 118, and 119, will remain secured and restricted from public access during BHS school hours. After BHS school hours, on weekends, and during the summer, the Rooms listed in this Subsection can be used for recreation and OCPRC programming and such use shall be scheduled by OCPRC.

4.18.1.3. Rooms 113, 114, 120 and 122 are considered general-use space and will be available for use by OCPRC.

4.18.1.4. Services and maintenance of the space in the Bowers School Farm Building, including but not limited to, custodial and security, shall be set forth in the Final Park Action Plan.

4.18.2. **BHS Events or Programs.** BHS may use the Park for education use or other BHS-sponsored events or programs at no cost, charge, or fee, if such use does not conflict with other scheduled events or programs. To avoid scheduling conflicts at the Park, BHS shall reserve use of the Park for its events or programs, through OCPRC. BHS shall be responsible for all costs associated with the setup, operation, and cleanup of such events or programs. Each Party shall promote activities planned by the other Party to take place in the Park in the same manner as they promote their own activities.

5. **PARK FINANCES.**

5.1. **Park Investments.**

5.1.1. **Investment by OCPRC.** OCPRC shall invest a minimum of One Million Five Hundred Thousand Dollars (\$1,500,000.00) into the Park, which shall be used as set forth in the Final Park Action Plan.

5.1.2. **Investment by BHS.** BHS shall invest One Million Five Hundred Thousand Dollars (\$1,500,000.00) into the Park (“BHS Investment”), which shall be used by BHS as set forth in the Final Park Action Plan.

5.2. **Establishment of Park Fees & Charges.** OCPRC shall establish all Park Fees and Charges at the Park. The Park Fees and Charges shall be created, adopted, and implemented pursuant to OCPRC’s current policies and procedures as may be amended by OCPRC. Notwithstanding any other provision in this Agreement, at no time shall any BHS or Oakland County resident be charged a fee for entry into the Park or the Premises or for parking at the Park or on the Premises.

5.3. **Park Revenue.** Subject to applicable law, all Park Revenue shall be paid to OCPRC and shall be deemed OCPRC’s revenue, unless otherwise agreed by the Parties during the Transition Period and codified in the Park Action Plan. OCPRC shall record the monies of all Park Revenue according to generally accepted accounting principles and in a manner similar to how OCPRC records other revenue it collects and receives.

5.4. **Annual Accounting and Audits.** If requested by BHS, OCPRC shall provide BHS with an annual accounting of Park Revenue consistent with generally accepted accounting policies and procedures. BHS has the right to annually review and audit OCPRC’s records related to Park Revenue, upon written request to OCPRC.

5.5. **Park Grants.** The Parties shall use their best efforts to work together to secure grant funding for Park expansion, development, improvements, operation, and maintenance.

OCPRC and BHS shall work together to apply for and manage grants related to the Park. Any improvements to the Park funded via grants secured by or through BHS shall not be subject to reimbursement under Section 2.7.1.1 upon expiration or termination of this Agreement.

6. **ASSURANCES/LIABILITY/INSURANCE.**

- 6.1. **Title to Premises.** BHS warrants that it will confirm that it has fee simple title to the Premises in accordance with Section 3.3.3 and both Parties acknowledge that each Party has the authority to enter into this Agreement. Each Party shall hold the other Party harmless (including payment of attorney fees) against any third-party Claim challenging that Party's right to execute this Agreement or use of the Premises as set forth herein.
- 6.2. **Liability for Claims.** Except as otherwise provided herein, each Party shall be responsible for any Claims made against that Party by a third-party and for the acts or omissions of its respective BHS Employee or County Employee arising under or related to this Agreement.
- 6.3. **Liability for Claims Prior to the Effective Date.** To the extent permitted by law, BHS shall be solely responsible for and shall defend and hold harmless OCPRC (including payment of reasonable attorney fees) from any Claim that occurred prior to the Effective Date of this Agreement or that was incurred but not reported prior to the Effective Date of this Agreement.
- 6.4. **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 Premises, which existed on the Premises prior to the Effective Date and/or discovered by the Phase I ESA or any other environmental assessments performed pursuant to this Section 3, unless exacerbated by OCPRC during its inspections. OCPRC shall be responsible to perform or to pay for remediation or clean-up of any environmental contamination on or around the Premises, which is caused by OCPRC and, to the extent provided by law, is caused by any of its agents, employees, volunteers, officers, or officials, contractors, subcontractors or consultants, or invitees on the Premises.
- 6.5. **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.
- 6.6. **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 respective BHS Employee or County Employee arising under or related to this Agreement.
- 6.7. **No Indemnification/Reimbursement.** Except as otherwise provided for in this 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.
- 6.8. **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. Nothing in this Agreement shall be construed as a waiver of governmental immunity.

6.9. **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.

6.10. **Insurance.**

6.10.1. Except for the insurance set forth in Section 6.10.2 and Section 6.10.3, this Agreement does not require either Party to obtain insurance to cover loss exposures associated with this Agreement and the Park. Each Party is solely responsible to determine whether it will obtain insurance, and in what amounts, to cover loss exposures associated with this Agreement and the Park.

6.10.2. If a Party purchases a special event insurance policy for use the Premises, for whatever reason, then the Party shall name the other Party and its boards, commissions, elected and appointed officers/officials, employees, and volunteers as “additional insureds” on such policy.

6.10.3. BHS, at its sole cost, shall obtain real property insurance or self-insurance for existing buildings and structures located on the Premises and for any future buildings and structures located on the Premises whether built by BHS or OCPRC. If a building or structure that is covered by BHS’ real property insurance is damaged or destroyed, OCPRC shall repair or replace the building or structure in a timely manner and the BHS shall reimburse OCPRC for all costs associated with the repair or replacement of such building or structure to the extent such repairs or replacement are covered by BHS insurance coverages. OCPRC shall invoice BHS for the costs of the repair or replacement and BHS shall pay such invoice within thirty (30) calendar days. However, OCPRC shall reimburse BHS for insurance premiums related to buildings and structures constructed on the Premises by OCPRC.

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

6.12. **Compliance with Laws.**

6.12.1. 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 Premises and Park. OCPRC shall obtain any necessary permits regarding its use of the Premises.

6.12.2. OCPRC shall comply with all applicable grants and other agreements between BHS and another entity such as the State of Michigan, governing the operation of and restrictions upon the Premises, if OCPRC receives notice of such grants and other agreements from BHS.

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

6.13. **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.

7. **GENERAL TERMS AND CONDITIONS.**

7.1. **No Interest in Premises.** Through this Agreement, OCPRC shall have no title interest in

and/or to the Premises or any portion thereof and has not, does not, and will not claim any such title or any easement over the Premises.

- 7.2. **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 BHS shall be given by the BHS Representative.
- 7.3. **No Employee-Employer Relationship**. Nothing in this Agreement shall be construed as creating an employer-employee relationship between County and BHS.
- 7.4. **No Third Party Beneficiaries**. Except as provided for the benefit of the Parties, 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.
- 7.5. **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.
- 7.6. **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.
- 7.7. **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.
- 7.8. **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.
- 7.9. **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.

7.9.1. 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.

- 7.9.2. If Notice is sent to BHS, it shall be addressed and sent to BHS Superintendent, 7273 Wing Lake Road, Bloomfield Hills, Michigan 48301.
- 7.9.3. 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.
- 7.10. **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 48th 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.
- 7.11. **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.
- 7.12. **Entire Agreement.** This Agreement and the referenced Affidavit represents the entire agreement and understanding between the Parties regarding the maintenance, operation, and management of the Park and the Premises. This Agreement and the referenced Affidavit supersede 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, the Bloomfield Hills Schools Superintendent has been authorized by a resolution of Bloomfield Hills Schools' Board of Education, to execute this Agreement.

EXECUTED:

By: _____
Rick West

Its: Superintendent

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.

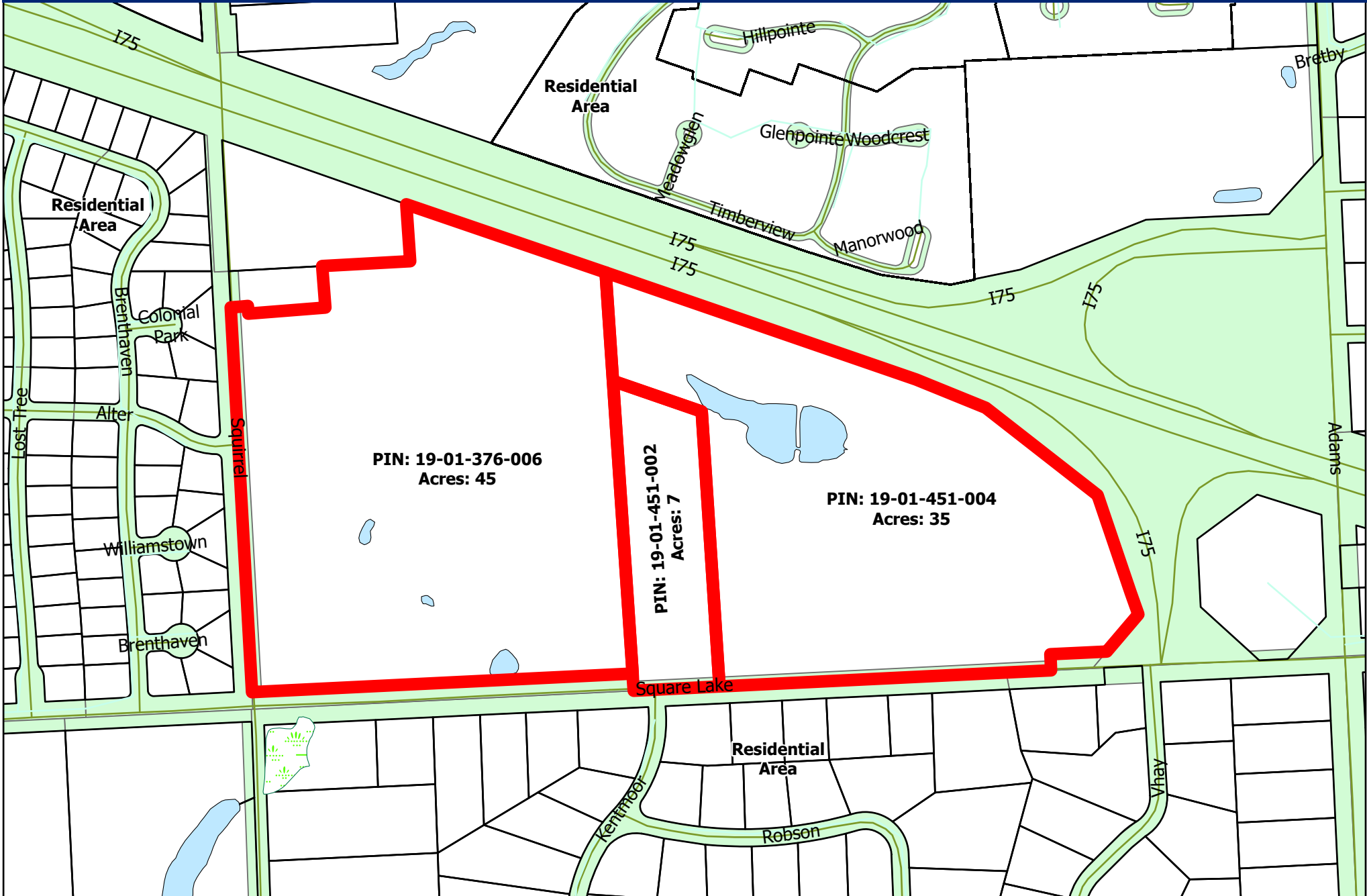
EXECUTED: _____
David T. Woodward, Chairperson
Oakland County Board of Commissioners

DATE: _____

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

DATE: _____

EXHIBIT A
Bowers Farm
Oakland County, Michigan

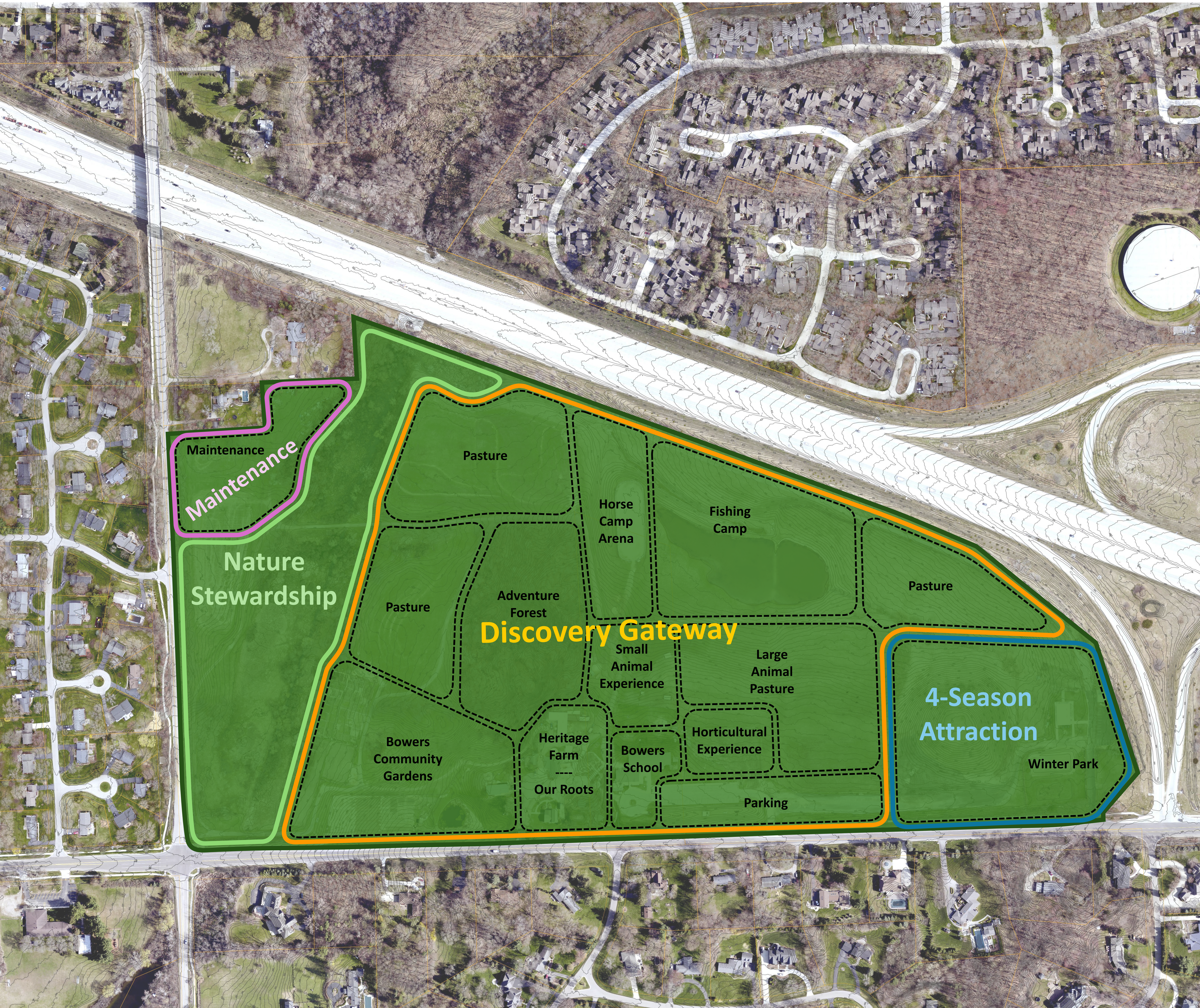


The Parties agree that during the Transition Period OCPRC will engage a civil engineer to conduct a survey and create a legal description for the Park.



Oakland County Parks and Recreation
2800 Watkins Lake Road
Waterford, MI
248-858-0906

www.OaklandCountyParks.com



Maintenance
Maintenance

Nature
Stewardship

Pasture

Horse
Camp
Arena

Fishing
Camp

Pasture

Discovery Gateway

Adventure
Forest

Pasture

Small
Animal
Experience

Large
Animal
Pasture

4-Season
Attraction

Bowers
Community
Gardens

Heritage
Farm

Our Roots

Bowers
School

Horticultural
Experience

Winter Park

Parking

**INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF OAKLAND
AND
BLOOMFIELD HILLS SCHOOLS
FOR JOHNSON NATURE CENTER**

This Agreement (the "Agreement") is made between the County of Oakland, a Constitutional and Municipal Corporation, located at 1200 North Telegraph, Pontiac, Michigan 48341 ("County"), by, through, and administered by its statutory agent the Oakland County Parks and Recreation Commission ("OCPRC") and Bloomfield Hills Schools, a Michigan general powers school district, located at 7273 Wing Lake Road, Bloomfield Hills, Michigan 48301 ("BHS"). County/OCPRC and BHS may each be referred to herein individually as a "Party" and jointly as the "Parties".

INTRODUCTION AND PURPOSE OF AGREEMENT.

- A. BHS is the owner of approximately 43.4+/- acres of real property, commonly known as E.L. Johnson Nature Center, with Parcel Identification Numbers of 19-09-301-051, 19-09-301-050, and as more particularly described in the attached Exhibit A and to be confirmed by survey and title in accordance with Section 3.3.3.
- B. The Parties desire to have OCPRC operate, manage, plan for, and maintain the Premises as a County Park, for conservation purposes and for public recreation purposes, including, but not limited to, public recreation activities, pathways, trails, and a parking lot for such purposes.
- C. To effectuate this desire, the County and BHS enter into this Agreement, pursuant to Michigan law, to delineate the duties and responsibilities of the Parties with respect to operation, management, planning, and maintenance of the Premises as a County Park.

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 Exhibits attached hereto, and any other mutually agreed to written and executed modification, amendment, addendum, or exhibit approved in accordance with Section 2.
 - 1.2. **Bloomfield Hills Schools ("BHS")** means BHS, a Michigan general powers school district, its Board of Education, Board members, administrators, employees, agents, contractors, subcontractors, volunteers, and/or any such persons' successors.
 - 1.3. **Bloomfield Hills Schools Employee** means any BHS administrator, employee, agent, contractor, subcontractor, and/or any such person's successors or predecessors (whether such persons act or acted in their personal, representative, or official capacities). "BHS Employee" shall also include any person who was a BHS Employee at any time during the Initial Term, or Renewal Term, of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
 - 1.4. **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 on the Premises; replaces, renovates, or remodels an existing facility or asset on the Premises; or adds a new facility or asset on the Premises.

- 1.5. **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 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 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.
- 1.6. **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. The County and OCPRC may be used interchangeably throughout this Agreement to mean either or both.
- 1.7. **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 Initial Term, or Renewal Term, of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.8. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
- 1.9. **Effective Date.** the date the last Party signs this Agreement.
- 1.10. **Exhibits** means the following documents, which this Agreement includes and incorporates herein by reference:
 - 1.10.1. **Exhibit A:** describes and depicts the Premises.
 - 1.10.2. **Exhibit B:** Preliminary Park Use and Improvement Framework.
- 1.11. **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., which is a statutory agent of the County.
- 1.12. **Park** means the park, with the name set forth in Section 2.6, located on the Premises, which is owned by BHS and operated, maintained and managed by the County as a County Park pursuant to the terms and conditions of this Agreement, as described in Section 4.18 below.
- 1.13. **Park Fees and Charges** means 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 OCPRC associated with the use of the Park or the Premises.
- 1.14. **Park Revenue** means the monies generated from the Park Fees and Charges received by OCPRC and grants, gifts, and donations received by OCPRC or by BHS for the Park or Premises.
- 1.15. **Premises** means the real property including any buildings and improvements that are described and depicted in **Exhibit A.**

1.16. **Transition Period** means a period of time commencing on the Effective Date and ending on June 30, 2026. Prior to June 30, 2026, the BHS Representative and OCPRC Representative (as defined in Section 4.1) may mutually agree to change the end date of the Transition Period, but in no event shall the Transition Period extend beyond September 30, 2026.

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

2.1. **Agreement Term.** This Agreement shall commence on the Effective Date and terminate thirty (30) years from the Effective Date of this Agreement (“Initial Term”). Prior to the expiration of the Initial Term, the Parties may mutually agree to renew this Agreement for up to thirty (30) years, upon mutual written agreement of the Parties (“Renewal Term”). The terms and conditions contained in this Agreement shall not change during the Renewal Term, unless mutually agreed to in writing by the Parties. The approval and terms of this Agreement and any amendments shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State.

2.2. **Agreement Amendments.** All amendments or modifications to this Agreement shall be in writing and approved by both Parties and filed as set forth in Section 2.1.

2.3. **Real Property Subject to Agreement.** BHS grants to the County use of the Premises for the purposes and according to the terms and conditions set forth herein.

2.4. **Use of Premises.** On the date the Transition Period ends, OCPRC shall have care, control, and use of the Premises to operate, manage, plan, maintain, and improve the Premises for public recreation activities as a County Park, or as further described and delineated herein, and to provide other recreation activities mutually agreed upon in writing by the Parties. OCPRC shall obtain BHS’ prior written consent to use the Premises for any purpose not described herein, and such approved use does not require a written amendment to this Agreement.

2.5. **Fee for Use of Premises.** The County shall not pay a monetary fee to BHS for the use of the Premises pursuant to this Agreement. The Parties acknowledge that the services provided by the County during this Initial Term and Renewal Term of this Agreement are adequate consideration for this Agreement.

2.6. **Designation of Park & Name of Park.** During this Agreement, the Park shall be designated as a County Park and named: “Bloomfield Oaks” with the nature center located thereon named the “Johnson Nature Center.”

2.7. **Termination/Expiration.**

2.7.1. **Termination by BHS.** BHS may terminate this Agreement, at any time, if OCPRC 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 Premises is no longer being used for the purposes identified in this Agreement; (2) OCPRC provided BHS with information at any time during the Initial Term or Renewal Term of this Agreement that was false or fraudulent; or (3) OCPRC fails to perform any of its obligations under this Agreement and such failure is not cured within thirty (30) calendar days after written notice of default to OCPRC or, if such default is of a nature that it cannot be cured within the thirty (30) day period, and OCPRC does not proceed to diligently cure the default in a time period

mutually agreed to by the Parties.

- 2.7.1.1. **Termination by BHS in Absence of Default/Breach.** If BHS terminates this Agreement, in absence of default or breach by OCPRC, then BHS 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, or such other period as agreed to by the Parties in writing.
- 2.7.1.2. **Termination by BHS for Default/Breach.** If BHS terminates this Agreement for default or breach by OCPRC, then BHS does not have to reimburse OCPRC the non-depreciated value of Capital Improvement Projects to the Park paid for by OCPRC.
- 2.7.2. **Termination by OCPRC.** OCPRC may terminate this Agreement, at any time, if BHS 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 Premises is no longer being used for the purposes identified in this Agreement; (2) BHS provided OCPRC with information at any time during the Initial Term or Renewal Term of this Agreement that was false or fraudulent; or (3) BHS fails to perform any of its obligations under this Agreement and such failure is not cured within thirty (30) calendar days after written notice of default to BHS or, if such default is of a nature that it cannot be cured within the thirty (30) day period, and BHS does not proceed to diligently cure the default in a time period mutually agreed to by the Parties.
 - 2.7.2.1. **Termination by OCPRC in Absence of Default/Breach.** If OCPRC terminates this Agreement in absence of default or breach by BHS, then BHS does not have to reimburse OCPRC the non-depreciated value of Capital Improvement Projects to the Park paid for by OCPRC.
 - 2.7.2.2. **Termination by OCPRC for Default/Breach.** If OCPRC terminates this Agreement for default or breach of BHS, then BHS 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, or such other period as agreed to by the Parties in writing.
- 2.7.3. **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 or fixtures attached to the Premises.
- 2.7.4. **Condition of Park Upon Expiration/Termination of Agreement.** Upon the expiration or termination of this Agreement, OCPRC shall cease all Park use, planning, management, maintenance, and operation, and surrender the Premises to BHS and cooperatively work with BHS to transfer management and operation of the Premises to BHS.
- 2.7.5. **Payment for Non-Depreciated Capital Improvement Projects Upon Agreement Expiration.** If this Agreement is not renewed at the end of the Initial Term for the Renewal Term, then BHS shall reimburse OCPRC the amount of the

non-depreciated value of Capital Improvement Projects to the Park, paid for by OCPRC, before the date this Agreement expires, or such other period as agreed to by the Parties in writing. Upon the expiration of the Renewal Term, BHS shall not reimburse OCPRC the amount of the non-depreciated value of Capital Improvement Projects to the Park, paid for by OCPRC.

3. **TRANSITION PERIOD.**

3.1. **Transition Period.** This Agreement includes a Transition Period. During the Transition Period, the Parties shall work cooperatively to facilitate the transfer of Park planning, management, maintenance, and operations to OCPRC. Notwithstanding any other provision, either Party may terminate this Agreement, without liability, prior to the end of the Transition Period, if they are not satisfied with the plans for the transfer, planning, management, maintenance, and operations of the Park. No Capital Improvement Projects may commence during this Transition Period.

3.2. **Park Information.**

3.2.1. **Grants & Endowments.** Within thirty (30) days of the Effective Date, BHS shall provide OCPRC copies of any grant agreements, endowment agreements, or other agreements, if any, that impose restrictions and conditions upon the Premises and its use.

3.2.2. **Agreements between BHS and Third Parties.** Within thirty (30) days of the Effective Date, BHS shall provide OCPRC with copies of all third-party agreements relating to the use, management, maintenance, or operation of the Premises, if any. OCPRC is not under any obligation to assume any third-party agreements relating to the management or operation of the Premises.

3.3. **Rights and Obligations During the Transition Period.**

3.3.1. **Park Operation and Maintenance During Transition Period.** During the Transition Period, BHS shall be responsible to operate, repair, and maintain the Premises and pay all costs associated therewith, including utilities (water, sewer/sanitary, electric, and gas).

3.3.2. **County Right to Access and Perform Work on the Premises.** During the Transition Period, the County may access the Premises to plan for maintenance, restoration, repairs, security and improvements to the Premises and only provide programming, mutually agreed to by the BHS Representative and OCPRC Representative in writing.

3.3.3. **Premises Inspections.** During the Transition Period, the County shall inspect the infrastructure and conditions of the Park/Premises and the title for the Premises, including but not limited to, the condition of utilities and their connections, parking lots, trees, buildings, restrooms, pavilions, playground equipment, trails and pathways, and any other structures or buildings located on the Premises. The inspection shall be codified in a written document to illustrate the condition of the Premises at the end of the Transition Period and provided to BHS. Any damage to the Premises due to such inspections, shall be repaired by the County and the Premises shall be fully restored to a condition that existed prior to such inspections. Additionally, any changes to this Agreement that are required based upon the County's inspection of the Park/Premises, including any restrictions or encumbrances relating to title, shall be reflected in an amendment to this Agreement

which shall be mutually agreed upon and entered into by the BHS Representative and the OCPRC Representative to reflect the same prior to the expiration of the Transition Period.

3.3.4. **Preliminary Park Use and Improvement Framework.** The Preliminary Park Use and Improvement Framework, **Exhibit B**, sets forth the use and improvement plan for the Transition Period and shall form the basis of the Park Action Plan described in Section 4.7.

3.3.5. **Park Planning.** During the Transition Period, the County shall: (1) assume primary responsibility for Park planning consistent with the Preliminary Park Use and Improvement Framework; (2) regularly consult with the BHS Representative about such planning; and (3) organize public/community engagement concerning the park development, and planning. The Parties acknowledge that OCPRC has conducted previous public/community engagement regarding this Park and the additional engagement required by this Section will build upon the previous public/community engagement.

3.3.6. **Park Programming.** During the Transition Period, OCPRC may organize and host recreation programs, events, volunteer activities, and other activities on the Premises upon mutual written agreement of the Parties.

3.4. **Mutual Assistance Agreements.** During the Transition Period and thereafter and until the Final Park Action Plan is mutually agreed to by the Parties, the BHS Representative and OCPRC Representative may enter into agreements, as needed, to provide additional services for the operation, repair, maintenance, and programming for the Park and to address the costs associated therewith.

3.5. **Environmental Condition.**

3.5.1. **Environmental Assessments.** During the Transition Period, OCPRC shall examine the Premises and perform a Phase I Environmental Site Assessment (ESA), at its sole cost, and may perform additional environmental assessments that OCPRC deems necessary, in its sole discretion and at its sole cost.

3.5.2. **Copies of Environmental Assessments.** OCPRC will provide BHS with a copy of the Phase I ESA and any other environmental assessments. OCPRC shall take possession of the Premises subject to such Phase I ESA and other environmental assessments performed pursuant to this Section.

3.5.3. **Termination Related to Environmental Assessments.** Notwithstanding any other provision, OCPRC or BHS may terminate this Agreement prior to the end of the Transition Period, if either Party is not satisfied with the condition of the Premises as evidenced by the Phase I ESA or other environmental assessments performed pursuant to this Section.

4. **PARK GOVERNANCE & OPERATIONS.**

4.1. **Agreement Administration.** BHS' Superintendent or his successor or his written designee is BHS' Agreement Administrator (hereinafter "the BHS 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 Party of any changes to their written designees.

- 4.2. **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 BHS Representative and the OCPRC Representative for possible resolution. If the BHS Representative and the OCPRC Representative cannot resolve the

dispute, then the dispute shall be submitted to non-binding mediation, and both Parties shall share equally in the costs associated with mediation. If the Parties are unable to resolve the dispute through mediation, then either Party may seek any remedy available as permitted by law, in accordance with the governing law provisions under Section 7.10 of this Agreement.

- 4.3. **Park Management and Operations.** Except as otherwise provided by this Agreement, OCPRC shall manage and operate the Park in a manner consistent with other OCPRC Parks, OCPRC policies, the OCPRC 5-Year Parks and Recreation Master Plan (“OCPRC Master Plan”) the Park Action Plan described in Section 4.7, and any other plans and programs set forth and described herein. OCPRC shall manage, maintain, and operate the Park with OCPRC employees, volunteers, and contractors and subcontractors pursuant to the plans and programs set forth and described herein.

4.4. **Park Improvement Projects.** OCPRC shall be responsible to provide, perform and construct (either directly or through third parties) improvements for the Park. This responsibility and the costs associated therewith shall be addressed in the Park Action Plan set forth in Section 4.7, with the general understanding that OCPRC shall be responsible for the costs associated with such improvements, unless otherwise agreed to by BHS. Where applicable, all improvements and Capital Improvement Projects that are to be completed pursuant to this Agreement or as part of the Park Action Plan pursuant to Section 4.7 shall be done in a professional and workmanlike manner and in compliance with all applicable local, state, and federal laws, including, to the extent applicable, those laws pertaining to school building construction, being the Revised School Code, MCL 380.1 *et seq.*, the School Building Construction Act, MCL 388.851 *et seq.*, the Still-Derossett-Hale Single State Construction Code Act, MCL 125.1501 *et seq.*, and the Michigan Building Code (collectively the “Construction Acts”). All Capital Improvement Projects constructed pursuant to the Park Action Plan shall become an integral part of the Premises, remain on the Premises at the expiration or termination of this Agreement, and shall be owned by the BHS. As such, BHS shall account for depreciation of any Capital Improvement Projects (if constructed) on BHS’ financial statements. No Capital Improvement Projects shall occur without the prior written approval of the BHS Representative, unless such Capital Improvement Project is included in the Park Action Plan created pursuant to Section 4.7.

- 4.5. **Park Maintenance/Repairs.** The responsibility for, provision of, and costs for Park maintenance and repairs shall be set forth in the Park Action Plan described in Section 4.7. Notwithstanding the foregoing, it is the Parties intent that OCPRC shall be responsible for the all costs associated with such maintenance and repairs, unless otherwise agreed to by BHS and the Park, at a minimum, shall be maintained in a similar manner to how OCPRC maintains its other Oakland County Parks.

- 4.6. **Park Utilities and Services.** OCPRC shall be responsible to provide the utilities and services, it deems necessary for the operation of the Park. The provision of and costs for

all utilities, including water, sewer/sanitary, electric, and gas, for the Park and Premises shall be the responsibility of BHS until the end of the Transition Period and shall be responsibility of OCPRC thereafter during the Initial Term or Renewal Term of this Agreement. The Parties may further delineate the responsibilities and costs applicable to the Park and Premises utilities in the Park Action Plan described in Section 4.7. Notwithstanding the foregoing, it is the Parties intent that OCPRC shall be responsible for all the costs associated with such utilities and services, unless otherwise agreed to by BHS in writing. However, OCPRC shall not authorize or approve any easements or other encumbrances to, on, or across the Park or the Premises.

4.7. **Park Action Plan.**

- 4.7.1. By May 1, 2026, OCPRC shall create a Preliminary Park Action Plan for the Park and by September 30, 2026, OCPRC shall create a Final Park Action Plan for the Park. The Preliminary Park Action Plan and the Final Park Action Plan shall be collectively referred to in this Agreement as “Park Action Plan.” The terms of this Agreement shall apply equally to the Preliminary Park Action Plan and the Final Park Action Plan. The OCPRC Representative and the BHS Representative may agree in writing to extend the deadline for the delivery of the Final Park Action Plan.
- 4.7.2. The Park Action Plan shall be based on **Exhibit B**, the Preliminary Park Use and Improvement Framework and created pursuant to OCPRC’s current policies and procedures. The Park Action Plan shall establish a structure to guide the stewardship, operation, and investment of the Park with the following intentions:
 - 4.7.2.1. Guide operational and capital decisions during the first five years of implementation;
 - 4.7.2.2. Align Park priorities with OCPRC system goals;
 - 4.7.2.3. Provide continuity and transparency as planning, engagement, and investment activities happen; and
 - 4.7.2.4. Ensure the Park is managed in a manner that is equitable, fiscally responsible, resilient, and sustainable over the long term.
- 4.7.3. The Park Action Plan will have two Attachments: (1) Attachment A, the Capital Improvement Plan (“CIP”) and (2) Attachment B the Park Operations and Management Plan (“POMP”).
- 4.7.4. The CIP shall establish a five (5) year framework to identify, evaluate, and prioritize potential capital investments at the Park. The CIP serves as a planning and evaluation tool, not a guarantee of implementation. Inclusion of an item in the CIP does not constitute project approval, funding authorization, or a commitment to proceed. The CIP will set forth a process for approvals, authorizations, and commitments to proceed. Inclusion of an item in the CIP constitutes BHS pre-approval for the project type to proceed when funding is available, without requiring additional BHS approval. The CIP may be amended as set forth in the Park Action Plan, but at least every four (4) years OCPRC shall create an updated CIP, which the BHS Representative shall have at least sixty (60) days to review and approve. If the BHS Representative does not approve the CIP, the improvement may not be made, unless otherwise agreed to by the Parties. The updated CIP, approved by the BHS Representative, shall replace the existing CIP and be incorporated into the Park Action Plan as Attachment A.

- 4.7.5. The POMP shall establish a framework for day-to-day Park operations, Park maintenance, Park staffing, Park programming, and Park coordination. The POMP may be amended as set forth in the Park Action Plan, but at least every five (5) years OCPRC shall create an updated POMP, which the BHS Representative shall have at least sixty (60) days to review and approve. If the BHS Representative does not approve the POMP, the change may not be made, unless otherwise agreed to by the Parties. The updated POMP, approved by the BHS Representative, shall replace the existing POMP and be incorporated into the Park Action Plan as Attachment B.
- 4.7.6. Once completed, OCPRC shall submit the Park Action Plan to the BHS Representative for comments and recommendations. The BHS Representative shall submit comments and recommendations to the OCPRC Representative within thirty (30) Days of receipt of the Park Action Plan. The OCPRC Representative shall review and consider the BHS Representative's comments and recommendations and shall endeavor to address all comments and recommendations. The Park Action Plan shall not be approved or implemented by OCPRC without prior written approval by the BHS Representative. If the BHS Representative does not respond within the thirty (30) day period, then the BHS Representative is deemed to have approved the Park Action Plan. Every five (5) years OCPRC shall create an updated Park Action Plan, which the BHS Representative shall have at least sixty (60) days to review and comment on.
- 4.8. Notwithstanding any other provision in this Agreement, if the BHS Representative and OCPRC Representative cannot agree to a Preliminary Park Action Plan by the end of the Transition Period, then OCPRC or BHS may proceed under the Dispute Resolution Section of this Agreement, Section 4.2 or terminate this Agreement. No Capital Improvement Projects may commence during this Transition Period.
- 4.9. **Volunteers and Employees.**
- 4.9.1. OCPRC shall manage and operate the Park with OCPRC employees, volunteers, and contractors and subcontractors.
- 4.9.2. OCPRC may use volunteers at the Park in various capacities, including existing volunteers and volunteer groups. All volunteers providing volunteer service at the Park shall become part of OCPRC's volunteer program.
- 4.9.3. OCPRC has no obligation to hire BHS employees to work at the Park, but OCPRC shall provide information to BHS employees, who currently work at the Premises, on how BHS employees may apply for OCPRC employment.
- 4.10. **Personal Property and Equipment.** At no cost to OCPRC, BHS shall transfer ownership of all personal property and equipment listed in the Final Park Action Plan. The Parties acknowledge that this Agreement and the Final Park Action Plan will operate as a bill of sale and that no further documents are required to effectuate the transfer of the personal property and equipment. The BHS Representative and the OCPRC Representative are authorized to sign any other documents needed to effectuate the transfer of the personal property and equipment.
- 4.11. **Animals.** At no cost to OCPRC, BHS shall transfer ownership of all animals listed in the Final Park Action Plan. The Parties acknowledge that this Agreement and the Final Park Action Plan will operate as a bill of sale and that no further documents are required to

effectuate the transfer of the animals. The BHS Representative and the OCPRC Representative are authorized to sign any other documents needed to effectuate the transfer of the animals.

- 4.12. **Park Access/Parking.** OCPRC shall be responsible to determine how Park patrons will access the Park (ingress to and egress from the Park) and where patrons will park while using the Park. This responsibility and the costs associated therewith shall be addressed in the Park Action Plan with the general agreement that OCPRC shall be responsible for the costs associated with such parking, unless otherwise agreed to in writing by the BHS. In no event shall any resident of BHS or the County incur any fee or charge for entering the Park or Premises or for parking a vehicle in or on the Park or Premises.
- 4.13. **Park Rules.** During the Initial Term or Renewal Term of this Agreement, the Park and Premises shall be subject to OCPRC Rules and Regulations and OCPRC policies and procedures, except as otherwise provided by this Agreement.
- 4.14. **Park Security.** Security for the Park shall be provided by OCPRC at its sole expense.
- 4.15. **Signs.** OCPRC shall be responsible for and is permitted to erect signs to identify the Park and features/structures located therein and to erect other signs that are typical and/or necessary at a public park of this nature. OCPRC shall be required to comply with local ordinance requirements regarding the design and placement of any new signs. OCPRC shall be responsible for the cost of signs it erects.
- 4.16. **Sponsorship of Events/Programs at Park by Third Parties.** Without approval from the BHS, OCPRC may solicit or accept sponsorship of events/programs at the Park by third-parties, pursuant to OCPRC policies and procedures; provided that third-party sponsorships may not be associated with alcoholic beverages or drugs (legal or illegal) while school is in session on the Premises. Any sponsorship of events/programs shall be limited to those that would not be prohibited in BHS' facilities or on BHS property (use or promotion of alcohol, drugs or other illegal activities, etc.).
- 4.17. **Use of Park by Third Parties.** Notwithstanding any other provision in this Agreement, OCPRC may license use of the Park to third parties for events or programs, without approval from and notification to BHS. OCPRC shall allow such use via written agreement with the third party, pursuant to OCPRC policies and procedures. To avoid scheduling conflicts at the Park, all third parties desiring to use the Park for events or programs shall schedule such use through OCPRC. The written agreement for use of the Park by third parties shall also include BHS as an indemnified party and an additional insured as well, if insurance is required.
- 4.18. **Use of Park by BHS.**
 - 4.18.1. **BHS Events or Programs.** BHS may use the Park for education use or other BHS-sponsored events or programs at no cost, charge, or fee, if such use does not conflict with other scheduled events or programs. To avoid scheduling conflicts at the Park, BHS shall reserve use of the Park for its events or programs, through OCPRC. BHS shall be responsible for all costs associated with the setup, operation, and cleanup of such events or programs. Each Party shall promote activities planned by the other Party to take place in the Park in the same manner as they promote their own activities.

5. **PARK FINANCES.**

- 5.1. **Establishment of Park Fees & Charges.** OCPRC shall establish all Park Fees and Charges at the Park. The Park Fees and Charges shall be created, adopted, and implemented pursuant to OCPRC's current policies and procedures as may be amended by OCPRC. Notwithstanding any other provision in this Agreement, at no time shall any BHS or Oakland County resident be charged a fee for entry into the Park or the Premises or for parking at the Park or on the Premises.
- 5.2. **Park Revenue.** Subject to applicable law, all Park Revenue shall be paid to OCPRC and shall be deemed OCPRC's revenue, unless otherwise agreed by the Parties during the Transition Period and codified in the Park Action Plan. OCPRC shall record the monies of all Park Revenue according to generally accepted accounting principles and in a manner similar to how OCPRC records other revenue it collects and receives.
- 5.3. **Annual Accounting and Audits.** If requested by BHS, OCPRC shall provide BHS with an annual accounting of Park Revenue consistent with generally accepted accounting policies and procedures. BHS has the right to annually review and audit OCPRC's records related to Park Revenue, upon written request to OCPRC.
- 5.4. **Park Grants.** The Parties shall use their best efforts to work together to secure grant funding for Park expansion, development, improvements, operation, and maintenance. OCPRC and BHS shall work together to apply for and manage grants related to the Park. Any improvements to the Park funded via grants secured by or through BHS shall not be subject to reimbursement under Section 2.7.1.1 upon expiration or termination of this Agreement.

6. **ASSURANCES/LIABILITY/INSURANCE.**

- 6.1. **Title to Premises.** BHS warrants that it will confirm that it has fee simple title to the Premises in accordance with Section 3.3.3 and both Parties acknowledge that each Party has the authority to enter into this Agreement. Each Party shall hold the other Party harmless (including payment of attorney fees) against any third-party Claim challenging that Party's right to execute this Agreement or use of the Premises as set forth herein.
- 6.2. **Liability for Claims.** Except as otherwise provided herein, each Party shall be responsible for any Claims made against that Party by a third-party and for the acts or omissions of its respective BHS Employee or County Employee arising under or related to this Agreement.
- 6.3. **Liability for Claims Prior to the Effective Date.** To the extent permitted by law, BHS shall be solely responsible for and shall defend and hold harmless OCPRC (including payment of reasonable attorney fees) from any Claim that occurred prior to the Effective Date of this Agreement or that was incurred but not reported prior to the Effective Date of this Agreement.
- 6.4. **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 Premises, which existed on the Premises prior to the Effective Date and/or discovered by the Phase I ESA or any other environmental assessments performed pursuant to this Section 3, unless exacerbated by OCPRC during its inspections. OCPRC shall be responsible to perform or to pay for remediation or clean-up of any environmental contamination on or around the Premises, which is caused by OCPRC and, to the extent provided by law, is caused by any of its agents, employees, volunteers, officers, or officials, contractors, subcontractors or

consultants, or invitees on the Premises.

- 6.5. **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.
- 6.6. **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 respective BHS Employee or County Employee arising under or related to this Agreement.
- 6.7. **No Indemnification/Reimbursement.** Except as otherwise provided for in this 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.
- 6.8. **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. Nothing in this Agreement shall be construed as a waiver of governmental immunity.
- 6.9. **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.
- 6.10. **Insurance.**
 - 6.10.1. Except for the insurance set forth in Section 6.10.2 and Section 6.10.3, this Agreement does not require either Party to obtain insurance to cover loss exposures associated with this Agreement and the Park. Each Party is solely responsible to determine whether it will obtain insurance, and in what amounts, to cover loss exposures associated with this Agreement and the Park.
 - 6.10.2. If a Party purchases a special event insurance policy for use the Premises, for whatever reason, then the Party shall name the other Party and its boards, commissions, elected and appointed officers/officials, employees, and volunteers as “additional insureds” on such policy.
 - 6.10.3. BHS, at its sole cost, shall obtain real property insurance or self-insurance for existing buildings and structures located on the Premises and for any future buildings and structures located on the Premises whether built by BHS or OCPRC. If a building or structure that is covered by BHS’ real property insurance is damaged or destroyed, OCPRC shall repair or replace the building or structure in a timely manner and the BHS shall reimburse OCPRC for all costs associated with the repair or replacement of such building or structure to the extent such repairs or replacement are covered by BHS insurance coverages. OCPRC shall invoice BHS for the costs of the repair or replacement and BHS shall pay such invoice within thirty (30) calendar days. However, OCPRC shall reimburse BHS for insurance premiums related to buildings and structures constructed on the Premises by OCPRC.
- 6.11. **Waste.** Neither Party shall commit or allow to be committed any waste or nuisance on the Premises and will not use, or allow the Premises to be used, for any unlawful purpose.
- 6.12. **Compliance with Laws.**
 - 6.12.1. 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 Premises and Park. OCPRC shall obtain any necessary permits regarding its use of the Premises.

6.12.2. OCPRC shall comply with all applicable grants and other agreements between BHS and another entity such as the State of Michigan, governing the operation of and restrictions upon the Premises, if OCPRC receives notice of such grants and other agreements from BHS.

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

6.13. **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.

7. **GENERAL TERMS AND CONDITIONS.**

7.1. **No Interest in Premises.** Through this Agreement, OCPRC shall have no title interest in and/or to the Premises or any portion thereof and has not, does not, and will not claim any such title or any easement over the Premises.

7.2. **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 BHS shall be given by the BHS Representative.

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

7.4. **No Third Party Beneficiaries.** Except as provided for the benefit of the Parties, 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.

7.5. **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.

7.6. **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.

7.7. **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.

- 7.8. **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.
- 7.9. **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.
- 7.9.1. 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.
- 7.9.2. If Notice is sent to BHS, it shall be addressed and sent to BHS Superintendent, 7273 Wing Lake Road, Bloomfield Hills, Michigan 48301.
- 7.9.3. 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.
- 7.10. **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 48th 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.
- 7.11. **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.
- 7.12. **Entire Agreement.** This Agreement and the referenced Affidavit represents the entire agreement and understanding between the Parties regarding the maintenance, operation, and management of the Park and the Premises. This Agreement and the referenced Affidavit supersede 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, the Bloomfield Hills Schools Superintendent has been authorized by a resolution of Bloomfield Hills Schools' Board of Education, to execute this Agreement.

EXECUTED:

By: _____
Rick West

Its: Superintendent

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.

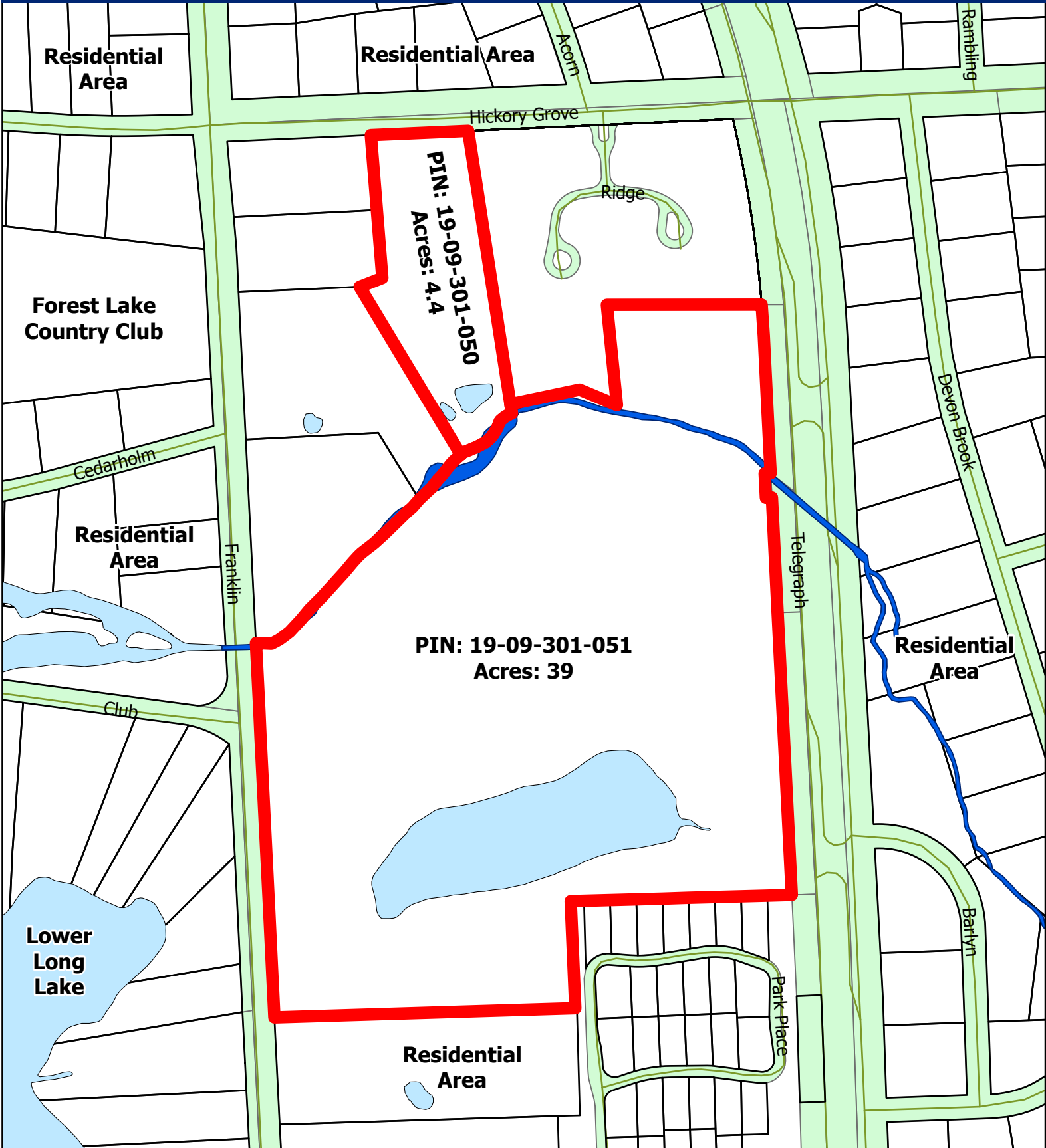
EXECUTED: _____
David T. Woodward, Chairperson
Oakland County Board of Commissioners

DATE: _____

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

DATE: _____

EXHIBIT A
Johnson Nature Center
Oakland County, Michigan



The Parties agree that during the Transition Period OCPRC will engage a civil engineer to conduct a survey and create a legal description for the Park.



Oakland County Parks and Recreation
2800 Watkins Lake Road
Waterford, MI
248-858-0906
www.OaklandCountyParks.com



Nature Stewardship

Discovery Gateway

Maintenance

Nature Play

Outdoor Classroom

Nature Center

Fishing Camp and Canoe Skills

Heritage Woods

Sugar Shack and Sugar Bush