

RESOLUTION

NO: 2019-09-140

LIVINGSTON COUNTY

DATE: September 30, 2019

Resolution Authorizing Concurrence and Approval to Move Forward with Negotiations for the Transfer of Deerfield Township Property from the Livingston County Road Commission to the County of Livingston

WHEREAS, the Livingston County Road Commission owns vacant property in Deerfield Township, Livingston County, identified as Parcel #03-36-200-006 and #03-36-200-007; and

WHEREAS, the Livingston County Sheriffs' Office has reached a conceptual agreement with the Livingston County Road Commission for the transfer of property for the purposes of a dedicated training site; and

WHEREAS, the Livingston County Sheriff's Office will assist the Livingston County Road Commission with their Commercial Motor Vehicle enforcement in exchange for the transfer of the property; and

WHEREAS, the Livingston County Sheriff's Office and the Livingston County Road Commission will work cooperatively with Livingston County civil counsel, MMRMA and to comply with environmental prerequisites to determine viability; and

WHEREAS, if, after further exploration, this is not deemed viable, the conceptual idea will be abandoned.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby concurs and approves the concept of the transfer of Parcel #03-36-200-006 and #03-36-200-007, Deerfield Township, Livingston County, from the Livingston County Road Commission to Livingston County; and

BE IT FURTHER RESOLVED that the Chairman of the Livingston County Board of Commissioners is authorized to sign all forms, assurances, contracts/agreements, renewals and future amendments for monetary and contract language adjustments related to the transfer and acceptance of the property upon review and/or preparation of Civil Counsel.

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MOVED: R. Bezotte
SECONDED: W. Green
CARRIED: 9-0-0

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is made and entered into this ____ day of _____, 2021 (the “Effective Date”) between THE BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF LIVINGSTON, a Michigan municipal corporation, with an address of 3535 Grand Oaks Drive, Howell, Michigan 48843 (“Seller”), and LIVINGSTON COUNTY, a municipal corporation, with an address 304 E Grand River Ave, Suite 201, Howell, MI 48843 (“Purchaser”).

Background

Seller owns real property commonly known as Parcel ID Numbers 03-36-100-001, 03-36-200-007 and 03-36-200-006, Deerfield Township, Livingston County, Michigan, as more particularly described and depicted in Exhibit “A” attached hereto, together with and subject to Seller’s interest in all improvements, fixtures and appurtenances pertaining thereto, and all easements and other matters of record (collectively, the “Property”). Seller desires to sell, and Purchaser desires to purchase the Property on the terms and conditions set forth herein in order to facilitate intra-county mutual governmental cooperation and efficient use of public facilities for public purposes.

Agreement

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS SET FORTH HEREIN THE PARTIES AGREE AS FOLLOWS:

1. **Agreement for Purchase and Sale.** Seller shall sell, transfer, and convey to Purchaser, and Purchaser shall purchase from Seller, subject to, and on the terms and conditions set forth in this Agreement, the land legally described in the attached Exhibit A and Seller’s interest in all other improvements of every kind and nature, all fixtures of every kind and nature located in or on the Property.

1.1 **Right of First Refusal:** Purchaser agrees that, for a period of ten (10) years from the date of the execution of this Agreement (the “RFR Term”), if Purchaser desires to sell the Property to a third-party the Seller shall have the right of first refusal to, at Sellers’s election, purchase the Property from Purchaser for the sum set specified in Section 1.1.2.

1.1.1 If, during the RFR Term, Purchaser seeks to market the Property for sale or if Purchaser is prepared to consider accepting a bona fide offer from any third party to purchase the Property, the Purchaser shall give written notice to the Seller. Seller shall have a period of thirty (30) calendar days from the date of the Purchaser’s notice to elect to purchase the Property by giving written notice of such election to the Purchaser. If Seller fails to give such timely written notice of election to purchase, Purchaser is free to market and/or sell the Property.

1.1.2 If during the RFR Term, Seller elects to purchase the Property under its right of first refusal under this Section, the gross purchase price shall be:

1.1.2.1 , The sum of \$100 multiplied by the man hours provided by the Sheriff under Article I of the Agreement for Special and/or Enhanced Assistance, Enforcement and Security Services, attached hereto as Exhibit B, but in so case should this sum exceed \$100,000. Upon exercise of the Right of First Refusal by the Purchaser, the Sheriff's obligation to provide additional services under Exhibit B shall terminate.

1.1.2.2 A notice of the above-referenced Right of First Refusal in a form approved in writing by Counsel for the Livingston County Road Commission shall be recorded with the Livingston County Register of Deeds at the time of closing.

1.2 The right of first refusal herein is personal as the Board of County Road Commissioners and may not be transferred or assigned by Seller without the written approval of the Purchaser.

2. **Consideration.** The consideration for this agreement shall be payment by the Purchaser to the Seller One Dollar (\$1.00) and the provision of services by the Purchaser and Livingston County Sheriff as set forth in the Agreement for Special and/or Enhanced Assistance, Enforcement and Security Services, attached as Exhibit B which shall be executed by the Purchaser and Livingston County Sheriff at, and as a condition of, closing, the receipt and the sufficiency of which is hereby acknowledged by Seller, and in further consideration of the mutual covenants and agreements herein contained, in this Agreement.

3. **Investigation Period; Right to Terminate.** The "Investigation Period" shall commence on the Effective Date and shall expire at 12:00 p.m. Eastern time on the one hundred twentieth (120th) day thereafter. During the Investigation Period, Purchaser shall have the right to have the Property inspected, surveyed, evaluated, analyzed, tested, appraised and/or assessed for any matter whatsoever, including but not limited to: market value; condition of improvements; title (including obtaining or arranging for title insurance coverage), location of boundaries, encroachments, encumbrances and improvements; environmental, wetland and soil conditions (subject to the following paragraph); access to utilities; access to public roads; signage; zoning; compliance with laws, codes and ordinances and any other matter desired by Purchaser. Seller hereby grants Purchaser and Purchaser's agents, employees, representatives, consultants, and contractors a nonexclusive license to enter and have access to the Property for purposes of having such investigations performed, provided that Purchaser provides Seller at least forty-eight (48) hours advance notice and Seller has the right to have a representative accompany Purchaser or its agents.

Purchaser shall have the right to undertake environmental studies, assessments and investigations of the Property during the Investigation Period (collectively the "Environmental Assessments"). The satisfactory nature of the Environmental Assessments shall be determined in the sole judgment of Purchaser. While this Agreement is in effect, the Purchaser, its employees, contractors, engineers, surveyors and other agents and representatives, shall have access to the Property at all times for the purposes of obtaining appropriate surveys, soil tests and borings and environmental inspections which the Purchaser may deem necessary; provided, however, that the

Purchaser, at the Purchaser's expense, shall restore the Property to the condition existing prior to the making of any such surveys, tests, borings or inspections. Seller acknowledges that it has been informed that Purchaser is subject to the Freedom of Information Act and any disclosure required under that Act shall not be deemed violative of this provision. Purchaser shall promptly provide notice to Seller of a request or court action seeking such documents, and Seller may elect to undertake defense or seek an appropriate order addressing such request.

Seller shall reasonably cooperate with Purchaser during the Investigation Period and has provided Seller's Reports which constitute all of the environmental reports that are in Seller's possession.

Purchaser agrees to pay all costs and expenses associated with the Purchaser's inspections conducted pursuant to this Section, and Purchaser further agrees to repair and restore any damage to the Property and/or to any improvements thereon resulting from or arising out of the Purchaser's investigations.

Purchaser shall have the right to terminate this Agreement by delivering written notice to Seller at any time prior to expiration of the Investigation Period ("Termination Notice").

4. **"As Is" Sale.** Buyer acknowledges and agrees that Seller has not made, does not make, and expressly disclaims any warranties, representations, covenants, or guarantees, either express or implied, whether arising by operation of law or otherwise, regarding (a) the nature, quality or condition of the property, including without limitation the water, soil and geology, (b) the income which may be derived from the property and its use, (c) the compliance of or by the property of its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body, (d) the habitability, merchantability or fitness for a particular purpose of the property, or (e) any other matter with respect to the property and specifically disclaims any representations regarding hazardous waste or materials including, without limitation, asbestos, PCB's, lead, urea formaldehyde, trichloroethylene, and all materials or substances deemed hazardous under the United States Environmental Protection Agency regulations or under the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder, or any similar federal, state or local laws. Buyer affirms that it

1. has investigated and inspected the property and is familiar and satisfied with its environmental condition and physical condition; and

2. has made its own determination as to the

a. merchantability, quantity, quality, environmental condition, and physical condition of the property, including the possible presence on, at, under, or emanating from the property of hazardous materials or other environmental contamination; and

b. the property's suitability or fitness for any particular purpose or use.

The closing of the transaction contemplated by this agreement shall constitute Buyer's acceptance of the property in its present environmental condition and physical condition on an "as is," "where is," and "with all faults and defects" basis, regardless of how such faults and defects were caused or created.

Seller is expressly released by Buyer and its successors and assigns from any and all responsibilities, liabilities, obligations, and claims of Buyer known and unknown, whether based on negligence, strict liability, or otherwise, arising under environmental protection laws, common law, or any other legal requirement, including any obligations to take the property back or reduce the purchase price and any actions for contribution, indemnity, or to improve, repair, or otherwise modify the physical condition of the property, that Buyer or its successors or assigns may have against Seller, based in whole or in part, on the presence of hazardous materials or other environmental contamination on, at, under, or emanating from the property or arising from the environmental condition or physical condition of the property, regardless of how caused or created. In entering into and performing this agreement, Buyer has relied, and will rely, solely on its independent investigation of and judgment regarding the property and its value.

5. **Closing.**

5.1 Closing Date. Purchaser and Seller shall close this transaction ("Closing") in escrow or at such other place as the parties may mutually agree, at a time agreed to by the parties, which shall be no later than thirty (30) days after the expiration of the Investigation Period (the "Closing Date").

5.2 Seller's Responsibilities. At closing Seller shall:

- i. Execute and deliver to Purchaser a Quit Claim Deed to the Property, that is subject to easements, restrictions, and all other matters of record (with the exception of mortgages or liens of Seller reflecting Property financing which shall be paid as of Closing);
- ii. Execute and/or deliver affidavits and other documents that may be reasonably required by the title company for the issuance of a title insurance policy, except that any UCC, bankruptcy, or judgment lien searches or the like shall be done at the sole effort, cost, and expense of Purchaser;
- iii. Execute, at Purchaser's option, a Michigan Real Estate Transfer Tax Valuation Affidavit;
- iv. Execute and deliver to Purchaser an Affidavit of non-foreign status;
- v. Deliver all keys to and possession of the Premises to Purchaser, free and clear of the possessory rights of any person or entity;

5.3. Purchaser's Responsibilities. At closing Purchaser shall:

- i. Cause the title company to be paid the premium for the title policy;
- ii. Remit to the Seller the Purchase price;
- iii. Pay the costs for Title Company to perform the Closing, which may be paid from the Deposit; and
- iv. Pay the real estate transfer taxes imposed under Michigan law, if any, in connection with the recordation of the deed.

5.4. Joint Responsibilities.

- i. Seller and Purchaser shall execute a mutually acceptable Closing Statement; and
- ii. Seller and Purchaser, and the Livingston County Sheriff, shall execute the Agreement for Special and/or Enhanced Assistance, Enforcement and Security Services, attached as Exhibit B, which shall survive closing according to the terms and conditions therein.
- iii. Seller and Purchaser shall execute all other documents deemed necessary by Purchaser, Seller or Title Company to close the transactions contemplated by this Agreement in accordance with its terms.

5.5 Closing Costs and Prorations. Any taxes and assessments which are paid by Seller that are a lien on the Property, or that otherwise relate to the Property and are due and payable as of the date of closing (other than the lien of general real estate taxes that are not due and payable as of Closing) shall be paid by Seller on or before Closing. In addition, Seller shall only be obligated to pay (i) the legal fees of its own counsel, and (ii) costs for production of the title insurance commitment. Purchaser shall pay all other closing costs including without limitation (i) all recording costs for recordation of the Deed and any other recorded documents, (ii) the legal fees of its own counsel, (iii) the costs for production of the Commitment, (iv) the premium for the Title Policy and the cost of any endorsements and/or extended coverage issued with the Title Policy, , (vi) transfer, transaction, conveyance, documentary stamps or taxes or similar taxes, costs or charges related to the transaction, if any, (vii) all other costs or charges that are customarily paid by a purchaser of real property in the market where the Property is located, and (viii) all costs and charges of Purchaser's lender, if any. Other regular and customary costs and expenses related to the Property shall also be prorated based on the Closing Date, with Purchaser owning the Property as of the Closing Date. Purchaser shall be responsible for changing all utilities over to Purchaser's name as of Closing.

6. **Representations and Warranties of Seller.** Seller hereby represents and warrants to Purchaser, that as of the date hereof, and on the Closing Date:

6.1 Seller owns good and marketable fee simple title to the Property;

6.2 Seller has all requisite power and authority to execute and deliver this Agreement and to perform the obligations of Seller hereunder. The execution, delivery and performance of this Agreement by Seller does not and will not violate any provisions of Seller's charter, by-laws or similar governing instruments, violate any law or governmental or regulatory rule or regulation, or any order, judgment or award of any court or administrative agency or any contract to which Seller is a party or require the consent of any third party;

6.3 This Agreement constitutes a legal, valid, and binding agreement of Seller;

6.4 To Seller's actual knowledge, there is no pending or threatened bankruptcy proceeding involving Seller;

6.5 No prior options or rights of first refusal have been granted by Seller to any third parties to purchase or lease any interest in the Property, or any part thereof, which are effective as of the execution date.

7. **Representations and Warranties of Purchaser.** Purchaser hereby represents and warrants to Seller that as of the date hereof, and on the Closing Date:

7.1 Purchaser has the full power and authority to execute, deliver and perform Purchaser's obligations under this Agreement; and

7.2 This Agreement and all agreements, instruments and documents herein provided to be executed by Purchaser are and as of the Closing will be duly authorized, executed and delivered by Purchaser.

7.3 Purchaser has the financial ability to consummate the transactions contemplated by this Agreement.

7.4 Purchaser will not be insolvent upon the consummation of the transactions contemplated by this Agreement.

8. **Default and Remedies.**

8.1 **Purchaser's Default; Seller's Remedy.** Contemporaneously with the full execution of this Agreement, Purchaser shall deposit \$1,000.00 by check or wire transfer with Select Title, which will be held in escrow on behalf of Seller and applied toward the purchase, price and Purchasers' costs or proration at closing. In the event the closing does not occur for any reason not directly caused by Seller, the Seller shall retain the deposit as liquidated damages for Purchaser's failure to close in accordance with the terms of this Agreement. If the Purchaser does not deliver the Termination Notice and fails to close on the purchase of the Property,

for any reason other than the material default of Seller, then Seller shall be entitled to the full amount of the Deposit as liquidated damages as Seller's sole and exclusive remedy and upon payment to Seller of the Deposit this Agreement and all rights and obligations of the parties shall terminate. The parties agree that it would be impracticable and extremely difficult to ascertain the actual damages suffered by Seller as a result of Purchaser's failure to complete the purchase of the Property and that under the circumstances existing as of the date of this Agreement, the liquidated damages provided for in this Section represents a reasonable estimate of the damages which Seller will incur as a result of such failure. The parties acknowledge that the payment of such liquidated damages is not intended as a forfeiture or penalty but is intended to constitute liquidated damages to Seller.

8.2 Seller's Default; Purchaser's Remedies. In the event Seller materially defaults on its obligations under this Agreement and fails to cure such default within thirty (30) days of delivery of written notice from Purchaser, then Purchaser shall be entitled to either (i) terminate this Agreement and demand a refund of the Deposit; or (ii) seek specific performance of this Agreement. The remedies set forth in (i) and (ii) above are the sole and exclusive remedies of Purchaser in the event of a default by Seller under this Agreement and Purchaser hereby waives and releases the right to seek damages or any other remedy with respect thereto.

9. **Damage to Property.** If between the Effective Date of this Agreement and the Closing Date, all or any part of the Property is damaged by fire or natural elements or other causes beyond the Seller's control, which cannot be repaired prior to the Closing Date, or any part of the Property is taken pursuant to any power of eminent domain, Seller shall promptly notify Purchaser of such occurrence, and Purchaser may terminate this Agreement with written notice to Seller within fifteen (15) days after the date of damage or taking. If Purchaser does not elect to terminate this Agreement, there shall be no reduction of the purchase price and Seller shall assign to Purchaser whatever rights Seller may have with respect to any insurance proceeds or eminent domain award at Closing.

10. **Brokerage Commission.** Seller and Purchaser represent that neither of them engaged the services of a real estate broker or consultant with respect to this transaction. As such, Seller and Purchaser shall be solely and exclusively responsible for any commission, fee or other compensation owing to any broker or consultant that each created in connection with the transaction contemplated by this Agreement, These warranty will survive Closing or termination of this Agreement.

11. **Miscellaneous.**

11.1 This Agreement shall be governed by and construed under the laws of the State of Michigan and venue for any disputes arising under this Agreement or the transactions contemplated hereby shall be in the appropriate court in Livingston County, Michigan.

11.2 This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one and the same instrument. This Agreement may be executed in facsimile or electronic copies and facsimile or electronic signatures shall be binding upon the parties and shall have the same full force and effect as if an original executed copy of this Agreement had been delivered.

11.3 Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

11.4 This Agreement supersedes all prior discussions and agreements between Seller and Purchaser with respect to the conveyance of the Property and all other matters contained herein and constitute the sole and entire agreement between Seller and Purchaser with respect thereto. This Agreement may not be modified or amended unless such amendment is set forth in writing and signed by both Seller and Purchaser.

11.5 All notices, payments, demands or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective either upon the second (2nd) business day after being deposited in the United States mail, postpaid and registered or certified with return receipt requested; or upon delivery, when sent by private courier service for same-day delivery or by national overnight delivery service. The time period in which a response to any notice, demand or request must be given shall commence on the date of receipt by the addressee thereof. Rejection or other refusal to accept delivery or inability to deliver because of changed address of which no notice has been given, shall constitute receipt of the notice, demand or request sent. . The address of the parties for the purposes of this Agreement and for all notices under this Agreement shall be the address indicated in the introductory paragraph of the Agreement.

11.6 This Agreement shall inure to the benefit of and bind the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

11.7 If any date of performance hereunder falls on a Saturday, Sunday or legal holiday, such date of performance shall be deferred to the next day which is not a Saturday, Sunday or legal holiday.

11.8 In case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such

invalid, illegal or unenforceable provision is severed and deleted from this Agreement.

11.9 By signing this Agreement the parties acknowledge that they have the authority to execute this Agreement and be bound by its terms, they have read this document, they know its contents and they are voluntarily signing it. The parties have executed this Agreement on the date listed on the first page.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the date first above written.

PURCHASER:
COUNTY OF LIVINGSTON

SELLER:
THE BOARD OF COUNTY ROAD
COMMISSIONERS OF THE COUNTY OF
LIVINGSTON

By: _____
Chairperson
County Board of Commissioners

By: _____,
Managing Director
The Board of County Road Commissioners for
the County of Livingston

Date: _____

Date: _____

EXHIBIT “A”
PROPERTY

EXHIBIT "B"

**AGREEMENT FOR SPECIAL AND/OR ENHANCED ASSISTANCE,
ENFORCEMENT AND SECURITY SERVICES**

THIS AGREEMENT, made and entered into by and between the **LIVINGSTON COUNTY SHERIFF** (hereinafter referred to as the "Sheriff"), the **COUNTY OF LIVINGSTON** (hereinafter referred to as the "County"), and the **LIVINGSTON COUNTY ROAD COMMISSION** (hereinafter referred to as the "Road Commission").

W I T N E S S E T H:

WHEREAS, the Road Commission seeks the Sheriff and County to provide special and/or enhanced police assistance in work zones, seasonal or other size or weight enforcement, and such further and additional security and/or patrol services as may be mutually agreeable to the Road Commission and Sheriff (collectively, the Special & Enhanced Services); and

WHEREAS, by a real estate purchase agreement executed on _____ ("Purchase Agreement") the Road Commission has agreed to the sale, transfer and conveyance of Road Commission real property to the County in consideration for the Special and Enhanced Services provided under this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED**, as follows:

I. Agreement Period and Termination. This Agreement shall commence on the of the Purchase Agreement. This Agreement shall terminate at the earliest of the following dates or occurrences:

1. Three years from the closing date of the Purchase Agreement; or
2. The County satisfying the 1000 man hour provision of Special and Enhanced Services contemplated by this Agreement, and providing written notice to the Road Commission that the provision has been satisfied, and providing such further and additional reasonable documentation of the satisfaction of such condition; or
3. If, within three years of the closing date of the Purchase Agreement, the Road Commission elects to exercise its Right of First Refusal authorized under Section 1.1 of the Purchase Agreement; or

4. Upon mutual written agreement by the Road Commission, the County and the Sheriff to terminate this Agreement.

II. Services to be Provided by the Sheriff. During the term of this Agreement, the Sheriff shall furnish the Road Commission with up to a maximum of 1000 man hours of Special and Enhanced Services which are requested in advance by an authorized representative of the Road Commission and which request is approved by the Sheriff. The not to exceed 1000 man hours shall include all necessary hours expended to by command officer for any supervision deemed necessary by the Sheriff for the provision such Special and Enhanced Services. The Special and Enhanced Services shall include, but are not limited to, assignment of road patrol officers by the Sheriff to provide special and/or enhanced police assistance in Road Commission staffed work zones, enhanced patrolling, monitoring of roads under the jurisdiction of Road Commission to enforce seasonal or other size or weight restrictions authorized by law and resolution by the Road Commission, enhanced patrol of work zones to deter theft, and such further and additional security and/or patrol services as may be mutually agreeable to the Road Commission and Sheriff.

Sheriff shall provide the Road Commission at its request, but not less than once per annum, with reports summarizing Special and Enhanced Services performed and hours expended. Sheriff shall consult with the Road Commission Managing Director to determine the form of such reports.

The Sheriff reserves the right, as his sole discretion, to remove or reassign staff, or to delay, suspend or cancel the provision of previously approved authorized Special and Enhanced Services where necessary in the opinion of the Sheriff to address emergencies or other public safety matters that may arise, or to otherwise address a unanticipated or pressing staffing or public safety issues.

III. Insurance. The County shall obtain insurance for the County motor vehicle(s) used in the performance of the services described in Section II of this Agreement, as well as liability insurance for the deputies assigned to duty. The Road Commission, or its contractors or subcontractors, shall be responsible for obtaining their own workers compensation, property and liability insurance for the property of, work performed on behalf of, or employees of the Road Commission and/or contractors/subcontractors.

IV. Status of Sheriff Deputies Or Other Staff Assigned Special and Enhanced Services. The deputy sheriffs and or other County staff assigned to Special and Enhanced Services are and shall remain employees of the Sheriff and the County and shall be under the Sheriff's supervision, direction, and control. The Sheriff shall be solely responsible for the management of the deputy sheriffs and staff assigned to provide Special and Enhanced Services.

V. Status of Road Commission Employees or Contractors. Road Commission employees or contractors of the Road Commission are and shall remain employees of the Road Commission and/or the individual respective contractors and shall be under the Road Commission and/or contractor supervision, direction, and control.

VI. Immunity Not Affected. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a adversely affecting or waiving governmental immunity or any other immunity provided by law for the County, Sheriff or Road Commission, or any employee, contractor, or volunteer of the County, Sheriff or Road Commission.

VII. Nondiscrimination. In carrying out the terms of this Agreement, the parties hereto shall adhere to all applicable Federal, State and local laws and regulations prohibiting discrimination. The parties hereto, as required by law, shall not discriminate against persons to receive services under this Agreement or against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status or any other legally protected classification. Breach of this covenant shall be regarded as a material breach of this Agreement.

VIII. Waivers. No failure or delay on the part of any of the parties to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

IX. Modification of Agreement. Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.

XI. Non-Third Party Beneficiary Contract. This Agreement is not intended to be a third party beneficiary contract and confers no rights on anyone other than the parties hereto.

XV. Purpose of Section Titles. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

XVI. Complete Agreement. This Agreement and the attached Purchase Agreement contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any

part thereof shall have any validity or bind any of the parties hereto and any prior agreements shall be null and void.

XVII. Invalid Provisions. The laws of the State of Michigan and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this Agreement. If any provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby, except where the invalidity of the provision would result in the illegality and/or unenforceability of this Agreement.

XVIII. Certification of Authority to Sign Agreement. The people signing on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES TO THIS AGREEMENT HAVE SIGNED THIS AGREEMENT ON THE DATE APPEARING BENEATH THEIR SIGNATURE BELOW.

COUNTY OF LIVINGSTON

**LIVINGSTON COUNTY ROAD
COMMISSION**

By: _____
Chairperson
County Board of Commissioners

By: _____
Chairperson
Livingston County Road
Commission

Date: _____

Date: _____

LIVINGSTON COUNTY SHERIFF

By: _____
Livingston County Sheriff

Date: _____