

To: Mike Greene, City Administrator
From: Robin S. Roberts, President
Lathrup Village Historical Society
Re: Partnership agreement between City and LVHS

This is a request to join into a partnership agreement with the City allowing the LVHS to occupy the former exercise space on the lower level of city hall.

This agreement would be mutually beneficial as the City would be protecting the history of the community in an accessible location. The LVHS would be able to offer events and exhibits that would expand the city's knowledge of its history.

The records held by the LVHS are of value not only to LV but also to general historians. The city is a part of a large social movement of the 1920s and 1930s and with an incredibly complete record of a historically significant period in our national history.

In addition, LVHS could become the custodians of the permanently valuable records of the city, since 1963. As the city goes through stored items, these materials could be added to the collection, providing both a safe and accessible location.

The LVHS would be responsible for all the moving and operational expenses. The city contributions would be permanent use of the space.

Please let me know if you need any additional information and what the next steps are.

HOLD HARMLESS AGREEMENT

This Hold Harmless Agreement ("Agreement") is entered into as of _____, 2024, between The Lathrup Village Historical Society, hereinafter referred to as the "LVHS," and the City of Lathrup Village, located at 27400 Southfield Rd. Lathrup Village MI 48076 hereinafter referred to as the "City."

1. **Purpose:** LVHS and the City are entering into a collaborative effort for the purpose of community history retention.
2. **Hold Harmless Provision:** LVHS agrees to indemnify and hold harmless the City and its officers, employees, agents, and representatives (collectively, the "City Parties") from any and all claims, demands, suits, actions, liabilities, damages, losses, costs, and expenses, including attorney's fees (collectively, "Claims"), arising out of or in connection with LVHS activities, negligence, or breach of any obligation under this Agreement.
3. **Exceptions:** This indemnification obligation does not apply to Claims caused solely by the gross negligence or willful misconduct of the City Parties.
4. **Notice and Defense:** In the event of any Claim against the City Parties, LVHS agrees to promptly notify the City in writing. LVHS further agrees to assume the defense of such Claim, including the selection of legal counsel and shall keep the City reasonably informed of the progress of the defense.
5. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the state of Michigan, without regard to its conflict of law principles.

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

Lathrup Village Historical Society

Signature