

## **SUMMER TAX COLLECTION AGREEMENT**

The Township of Hamburg with offices located at 10405 Merrill Rd., Hamburg, Michigan (the "township") pursuant to 1976 PA 451, as amended, for the purposes of providing for the collection by the Township of a summer levy of Livingston Educational Service Agency, Michigan (the "Agency") property taxes for the year 2023 and hereafter as provided below:

The Agency and the Township agree as follows:

1. The Township agrees to collect 100% of the total school millage in the summer as certified by the Agency for levy on all taxable property in addition to and not within the K-12 school district summer tax collection, including principal residence and other exempt property not subject to the 18-mill levy within the Brighton Area School district.
2. The Agency waives any right to interest earned on tax receipts collected and held by Hamburg Township until disbursement.
3. The Agency agrees to pay the Township costs of assessment and collection at \$3.50 per parcel which represents reasonable expenses incurred by the Township in assessing and collecting Agency taxes, to the extent that the expenses are in addition to the expenses of assessing and collecting other taxes at the same time.
4. The Agency shall certify to the Township Treasurer the school millage to be levied on property for summer collection to the Township via a signed L-4029 within 3 weeks of Livingston County Equalization delivering their tax roll information to the Agency, or by June 15, whichever is earlier.
5. The Township Treasurer shall account for and deliver summer school tax collections to the Agency within ten (10) business days from the 1<sup>st</sup> and 15<sup>th</sup> of each month via electronic transfer, if and when possible.
6. In the event that state law is amended necessitating changes to this Agreement, the parties agree to negotiate changes to the Agreement in good faith to conform the Agreement to state law. Collection of summer taxes and payment for said collection shall not be disrupted or delayed due to the negotiation of or revision to this Agreement.
7. By execution of this Agreement, both parties certify and represent that the Agreement is authorized by the laws of the State of Michigan, that the individuals responsible for collecting the Agency taxes are and will be in compliance with all laws pertaining to their duties and responsibilities as a tax collecting agent, and that the signors are authorized by their respective governing bodies to execute this Agreement.
8. This Agreement is effective on the date of its execution and shall expire twelve months from the effective date.

9. In the event the Agency shall levy any other or additional taxes on properties within the Brighton Area School District, or any other district, during any other tax collection periods and ask the Township to collect those taxes as well, the terms of this Agreement shall apply.

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates indicated below.

**LIVINGSTON EDUCATIONAL SERVICE AGENCY, MICHIGAN**

By \_\_\_\_\_  
Stephanie L. Weese

Its: Assistant Superintendent for Administrative Services

Dated: \_\_\_\_\_

**TOWNSHIP OF HAMBURG: \_\_\_\_\_**

By Jason B. Negri

Its: Treasurer

Dated \_\_\_\_\_