

LIBRARY CONTRACT

THIS AGREEMENT is made this 26th day of September 1979, by and between the CITY OF SOUTHFIELD, a Michigan municipal corporation, of 26000 Evergreen Road, Southfield, Michigan, hereinafter referred to as "Southfield", and the CITY OF LATHRUP VILLAGE, a Michigan municipal corporation, of 27400 Southfield Road, Lathrup Village, Michigan, hereinafter referred to as "Lathrup";

WHEREAS, the parties hereto having previously executed a Library Contract which commenced on the first day of July, 1970, whereby Southfield was to provide Lathrup with library services for a consideration, which Contract shall remain in full force and effect until the first day of October, 1979, and

WHEREAS, the parties are desirous of amending the Library Contract of July 1, 1970, and substituting in lieu thereof a new library contract which provisions shall take effect on the first day of October, 1979; and

WHEREAS, Lathrup has no public library facilities and wishes to continue to provide library service to all of its residents and is authorized by law to do so; and

WHEREAS, Southfield operates an established public library and is willing to make library services available to citizens of Lathrup upon payment by Lathrup for such services; and

WHEREAS, Michigan Public Act 92, of 1952, as amended,

after as this Contract shall remain in effect, Southfield agrees to permit all residents of Lathrup to use the facilities, book collection, and other services of the Southfield Public Library on the same basis and same rules as the same are used by residents of Southfield, and said residents of Lathrup shall be entitled to the same rights and privileges as residents of Southfield.

2. In exchange for the aforesaid library services to be furnished Lathrup residents, Lathrup agrees to pay Southfield for such services which payment shall be computed on the Southfield Library millage rate, established from year to year, and assessed against the state equalized valuation (SEV) of Lathrup at the same rate as Southfield assesses against the state equalized valuation (SEV) of Southfield.

Furthermore, Lathrup shall pay to Southfield a five (5%) percent administrative service charge added to its proportionate share as determined by the above enumerated formula.

Furthermore, the revenues which Lathrup is entitled to receive for library services from state aid and penal fines distributed by Oakland County, respectively, shall be paid directly to Southfield in addition to the fees and service charges previously mentioned.

3. Southfield shall submit bills to Lathrup for the aforesaid services on July 1, and January 2 of each year which shall be payable within thirty (30) days thereafter.

4. Notwithstanding anything else to the contrary herein,

July 1, 1979, to September 30, 1979.

5. This Contract shall continue in effect until terminated by written notice as herein set forth. Either party may terminate this Contract as of July 1 of any year after 1981 by giving written notice not less than one (1) year to the other party of intent to terminate as of July 1. If such notice is given, this Contract shall terminate on the above specified termination date and the parties shall then be discharged of all liabilities hereunder, except those which have been accrued prior to the termination date. Notice required hereunder shall be conclusively presumed to have been served when deposited in a United States Post Office box enclosed in an envelope with postage fully prepaid thereon addressed to the then municipal offices of the party upon whom notice is being served.

6. This Contract shall constitute the entire agreement between the parties hereto. All prior agreements between the parties, whether written or oral, are merged herein and shall be of no force and effect after September 30, 1979.

IN WITNESS WHEREOF, the parties have executed this agreement by their respective officials thereunto duly authorized the day and year first above written.

WITNESS:

CITY OF SOUTHFIELD

BY: 

BY: 