

**LIBRARY SERVICES AGREEMENT FOR THE
CITY OF LATHRUP VILLAGE**

THIS LIBRARY SERVICES AGREEMENT (“Agreement”) dated _____, 2026, 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, Lathrup desires to provide library service to its residents and is authorized by law to do so;

WHEREAS, Southfield operates an established public library and has provided library services to residents of The City of Lathrup Village since 1970 and, most recently, through the Library Contract agreement between the parties dated September 26, 1979;

WHEREAS, Lathrup and Southfield. desire to enter into a new agreement under which Southfield will continue to make full library services available to residents of Lathrup Village. in accordance with the terms and conditions set forth in this Agreement, and is authorized by Michigan Public Act 92 of 1952, as amended, and Public Act 164 of 1877 to do so.

NOW THEREFORE, for good and valuable consideration, the adequacy of which is hereby acknowledged, the parties agree as follows:

1. **Commencing on July 1, 2026**, and continuing until this Agreement terminates as provided herein, Southfield agrees to make available to all residents of Lathrup Village the facilities, physical and electronic collections and all other programs and services of the Southfield Public Library on the same basis and in the same manner as the residents of the City of Southfield, and subject to the same Library rules, policies and regulations, as the residents of the City of Southfield.

2. Upon application and proper identification, residents of Lathrup Village will be issued library cards entitling them the same Library services as residents of the City of Southfield. As used in the Agreement, the term “residents” shall include all persons residing within or owning real property within Lathrup Village.

3. This Agreement shall become effective on July 1, 2026 for a term of 3 years which shall be automatically extended for an indefinite term after the expiration of the initial 3-year period as required in Public Act 164 of 1877, Sec. 14(2), MCL § 397.214(2). This Agreement may be amended only by execution of a written amendment signed by duly authorized representatives of the parties. Either party may terminate this Agreement during any term by providing written notice of termination to the other party at least 6 months prior to the date of termination.

4. In consideration for the library services to be furnished to the residents of Lathrup Village by the City of Southfield as set forth above and below, for each year of this Agreement, Lathrup agrees to pay to Southfield 1 mill of the taxable valuation of real property in Lathrup Village during the period of this Agreement payable from taxes levied by Lathrup Village, as reduced by the Headlee Amendment. The payments due to Southfield are not dependent upon the type of millage levied by Lathrup. The funds to pay Southfield may be obtained as Lathrup determines; payment is due irrespective of the enactment, or lack thereof, a specific library millage.

5. 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. The parties acknowledge that the City of Southfield Assessment Department currently serves as the contract assessor for Lathrup Village. Accordingly, the taxable valuation data required to calculate and audit the annual contract payments shall be verified directly utilizing the data managed by the Southfield Assessment Department on behalf of Lathrup Village. No separate administrative reporting or data transmission from Lathrup Village shall be required to trigger billing calculations

6. If during the term of this Agreement the City of Southfield should voluntarily reduce the Library operating millage rate below 1 mill, the same reduction may be applied to the Library millage rate in Lathrup, by a written executed addendum to this Agreement.

7. In addition to the aforementioned sums, all penal fines and state aid to which Lathrup is entitled shall be paid to Southfield, and Southfield is entitled to collect and retain all book fines or other charges or fees (per Library's "Fines & Fees Schedule" as approved by the Public Library Board from time to time) collected by Southfield with respect to the residents of Lathrup Village.

8. To the extent permitted by law, Lathrup shall indemnify, defend and hold Southfield, its Board members, officers, agents, employees and officials harmless from all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings, and expenses, including reasonable attorney fees, of any nature ("claims") arising out of or resulting from Lathrup Village's participation in this Agreement.

9. In the unlikely event any controversy or claim arising out of or relating to this Agreement, or the breach thereof, said controversy or claim shall be settled either by commencement of a suit in Oakland County Circuit Court, the 46th District Court.

10. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The parties agree to perform all their obligations provided for in this Agreement in accordance with and in full compliance with all local, state and

federal laws and regulations.

11. If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect.

12. Library agrees to provide Lathrup on a quarterly basis a statistical report which shall include all available circulation information pertaining to the checking out of physical and electronic collections and other materials. In addition, said statistical report shall include the number of Lathrup's cardholders. Provided, however, no private information of individual cardholders shall be disclosed.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective officials thereunto duly authorized, the date and year hereinafter written.

CITY OF SOUTHFIELD

Dated: _____

By:

Its:

CITY OF LATHRUP VILLAGE

Dated: _____

By:

Its: