

LIBRARY SERVICE COOPERATION AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2023, between RICHLAND COUNTY, MONTANA, a political subdivision and body politic and corporate of the State of Montana, 201 West Main Street, Sidney, Montana 59270, as County, and CITY OF SIDNEY, MONTANA, a municipal corporation and a political subdivision of the State of Montana, 115 Second Street SE, Sidney, Montana 59270, as City;

WITNESSETH :

Recitals

1. By resolution adopted on June 21, 1960,¹ the Board of County Commissioners created a county free library.
2. The library is situated upon Block 9, Original Townsite of Sidney, § 33, Township 23 North, Range 59 East, M.P.M, Richland County, Montana.
3. The County is the owner in fee simple of all of Block 9 and the owner of all land, buildings, and real estate of the library.
4. Once created, five options were and are open to the County for providing library services in the future.²
5. One option is to contract with an incorporated city for the city to “assume the functions of a county free library.”³ Under that type of arrangement, “the board of county commissioners may agree to pay out of the county free library fund into the library fund of such incorporated city such sum as may be agreed upon.”⁴
6. Shortly after the creation of the county free library, such an arrangement was entered into by the County and the City, and the agreement is spread verbatim upon the minutes of the Board of County Commissioners.⁵
7. For many years, that option was maintained by successive contracts.⁶
8. After those years of City administration of the county free library, administration was returned to the County.⁷
9. The last contract between the County and the City is dated December 7, 2009. That

¹ 09 CP 116. The citation format signifies volume 9 of the *Commissioners' Proceedings*, page 116.

² 46 Op. Atty. Gen. Mont. No. 19. §§ 22-1-312, 22-1-315, 22-1-316, 7-11-1102(2)(C), and Title 7, Chapter 11, Part 1, M.C.A.

³ § 22-1-415(2), M.C.A.

⁴ *Ibid.*

⁵ 09 CP 1960-07, 11-12.

⁶ 14 CP 1985-09, 8; 18 CP 2002-05 240 (10); 18 CP 2002-05 241 (11); 18 CP 2002-06 242 (1); 9 C 2003-12, 11; 19 CP 2004-08, 12; 19 CP 2004-09, 1; 20 CP 2008-07, 13. The form in which the books containing the Commissioners' Proceedings changed so that the citation format now signifies, for the first citation in this note, volume 14, the 9th month of 1985, page 8.

⁷ 19 CP 2004-04, 2; 19 CP 2004-04, 13; 19 CP 2004-06, 1; 19 CP 2004-06, 19; 19 CP 2004-07, 3; 19 CP 2004-08, 1; 19 CP 2004-10, 11

contract was authorized by § 22-1-316, M.C.A. for joint city-county libraries.⁸

10. Because the contract was for a joint city-county library without the City assuming the functions of a county free library, it entailed the requirement that the library be governed by a board of trustees composed of five members chosen as specified in the contract, and the board of trustees has the same powers and duties as the board of trustees of a city library or a county library. § 22-1-317(1) and (5), M.C.A.

11. Joint city-county libraries exist by contract⁹ and may be dissolved.¹⁰

12. As mandated by § 22-1-316(5), M.C.A., paragraph 8 of the contract provides for the disposition of property upon dissolution of the joint city-county library.

13. Both parties have contributed substantial resources toward the acquisition and maintenance of library assets.

14. By virtue of § 22-1-312, M.C.A. local political subdivisions such as the County and the City are empowered to cooperate in providing library service.

15. The City has an interest in (A) being relieved of governance and administrative aspects of the provision of library services to its residents, citizens, and taxpayers, and (B) the holdings and services of the county free library being available to residents, citizens, and taxpayers of the City on a basis equal to other patrons of the library.

16. Upon the considerations exchanged in this agreement the County is willing to (A) relieve the City of governance and administrative aspects of the provision of library services to its residents, citizens, and taxpayers, and (B) make the holdings and services of the county free library being available to residents, citizens, and taxpayers of the City on a basis equal to other patrons of the library.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, and agreements hereinafter set forth, the parties recite their agreement as follows:

1. Dissolution of Joint City-County Library

The parties hereby mutually terminate all prior agreements for library services and dissolve the joint city-county library.

In compliance with paragraph 8 of the agreement dated December 7, 2009, “the building and all other library assets [are] distributed to the County.”

2. County Administration of Library Services

The County resumes administration of library services through its county free library. The Board of County Commissioners will take such actions as may be mandated by law or as may

⁸ It could not be an agreement under § 22-1-315 because the City did not assume the functions. It could not be an agreement under the general interlocal agreement statutes of Title 7, Chapter 11, Part 1 because it lacks many provisions mandated for such agreements by § 7-11-105, M.C.A. It could not be an agreement under 7-11-1102(2)(c), M.C.A. because no multijurisdictional service district existed or was created.

⁹ § 22-1-316(1), M.C.A.

¹⁰ § 22-1-316(5), M.C.A.

be authorized by law in the Board's discretion deemed advisable to provide for the management and functions of the county free library.

3. Contribution by City

The City shall make an annual contribution of money to the County in consideration of the holdings and services of the county free library being available to residents, citizens, and taxpayers of the City on a basis equal to other patrons of the library.

The amount of the annual contribution shall be \$_____.

4. County Support of County Free Library

A. Building. The County provide the building in which the library is situated for the provision of library services through the county free library.

B. Building Costs. The County shall pay costs normally associated with the maintenance, occupation, and use of the building including heating, air conditioning, electricity, fire alarm systems, insurance on the building and its contents, maintenance, and repairs.

C. Operating Budget. Through its budgetary authority and process, the Board of County Commissioners will establish the budgetary resources to be devoted to the operation of the county free library. All budgetary requirements that are above and beyond the monetary contribution by the City shall be the responsibility of the County.

5. Relief from Governance and Administration

With the dissolution of the joint city-county library, the board of trustees of the joint city-county library no longer will exist the City shall not have any responsibility for the appointment of trustees, the governance of the library, nor for the administration of library services through the county free library.

6. Equality of City Patrons

During the primary term and any renewal or extension of this agreement, the holdings and services of the county free library shall be available to residents, citizens, and taxpayers of the City on a basis equal to other patrons of the library.

7. Term

A. Term.

This agreement is for a term of ten (10) years from July 1, 2023 through June 30, 2033, unless sooner terminated in accordance with the provisions of this agreement.

B. Extension.

Because of the length of the primary term, which is somewhat lengthy, there is no provision in this agreement about extensions beyond the term. Any arrangement for after the expiration of the term must be made by a new agreement.

C. Termination for Convenience.

Notwithstanding the term, this agreement may be terminated for convenience and without cause by either party to take effect at the end of a fiscal year (June 30) upon a

written notice of at least three (3) months prior to the date termination is to take effect. During the three (3) months, both parties shall be obligated to continue to perform their respective duties.

8. Miscellaneous Provisions

A. Notices. Any notice or communication with respect to this Agreement shall be deemed sufficiently given if sent by registered or certified mail, postage prepaid and properly addressed as follows:

COUNTY: County Commissioners
201 West Main Street
Sidney, MT 59270

CITY: Mayor of the City of Sidney
115 Second Street SE
Sidney, MT 59270

and shall be deemed to have been delivered as of four (4) days following the date so mailed. Either party may change its address for the purposes of this Paragraph by giving notice of the change to the other party in the above-described manner for giving notice.

B. Merger and Entire Agreement. The results of all negotiations between the parties leading to the execution of this agreement to the extent that agreement was reached between the parties are expressed in this agreement. This agreement embraces and includes the entire transaction between the parties. There have been no representations, covenants, conditions, warranties, promises, undertakings, or agreements except those expressed in this agreement.

C. Modifications. No modification of this agreement may be effective for any purpose unless the modification shall be memorialized in a signed and notarized written agreement entered by all of the parties.

C. Counterpart Execution. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. The counterparts of this agreement may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

9. Execution and Acknowledgment

IN WITNESS WHEREOF, the parties have executed this instrument this _____ day of _____, 2023.

(s e a l)

RICHLAND COUNTY, MONTANA

By _____

LOREN H. YOUNG, Chairman
Board of County Commissioners

ATTEST:

STEPHANIE VERHASSELT
County Clerk

CITY OF SIDNEY

(s e a l)

By _____
RICK NORBY, Mayor

ATTEST:

JESSICA CHAMBERLIN
City Clerk

STATE OF MONTANA)
) ss.
County of Richland)

On this _____ day of _____, 2023, before me, the undersigned Notary Public for the State of Montana, personally appeared LOREN H. YOUNG, Chairman of the Board of County Commissioners of Richland County, Montana, and STEPHANIE VERHASSELT, County Clerk and Recorder of Richland County, Montana, to me personally known, and who did each acknowledge to me that they did respectively execute the within instrument by authority of the order of the Board of County Commissioners duly made and entered.

(notary seal)

Notary Public for the State of Montana, residing at
Sidney, Montana. My commission expires:
_____.

STATE OF MONTANA)
) ss.
County of Richland)

On this _____ day of _____, 2023, before me, the undersigned Notary Public for the State of Montana, personally appeared RICK NORBY, Mayor of Sidney, Montana, and JESSICA CHAMBERLIN, Clerk of Sidney, Montana, to me personally known, and who did each acknowledge to me that they did respectively execute the within instrument by authority of the order of the City Council of the City of Sdney duly made and entered.

(notary seal)

Notary Public for the State of Montana, residing at
Glendive, Montana. My commission expires:
_____.