

LIBRARY SERVICE COOPERATION AGREEMENT

THIS AGREEMENT made this _ day of _____, 2023, between RICHLAND COUNTY, MT, a political subdivision and body politic and corporate of the State of Montana, 201 West Main St, Sidney, MT 59270, as County, and CITY OF SIDNEY, MT, a municipal corporation and a political subdivision of the State of Montana, 115 Second Street SE, Sidney, MT 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 contract was authorized by § 22-1-316, M.C.A. for joint city-county libraries.
10. The County and the City wish to enter into a new agreement in order to ensure the continued operations of the City-County library.

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

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

1. GOVERNANCE OF CITY-COUNTY LIBRARY

- a. The City and County shall continue to share in the cost of operating and maintaining the joint City-County library. The expenses of said joint City-County library shall be apportioned between the City and County as hereinafter provided. All library staff shall be considered county employees for purposes of payroll and benefits. It is understood that all library staff will receive the same benefits as other county employees.
- b. The City-County library shall be governed by a board of trustees composed of five members. Three of the members shall be appointed by the County and two of the members shall be appointed by the City.
- c. All vacancies on the Library Board of Trustees, whether by resignation, expiration of term, removal for cause, or otherwise, shall be filled by appointment by the City or County depending on which entity appointed the trustee whose position became vacant.
- d. The Library Board of Trustees shall have all those powers and duties enumerated in Title 22, Chapter 1, Part 3, **M.C.A.**

2. CITY SUPPORT OF CITY-COUNTY FREE LIBRARY

- a. The City shall contribute \$130,000 to the Library in each fiscal year.

3. COUNTY SUPPORT OF CITY-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.

4. 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.

5. 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.
- d. **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.

