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per Bret — starting 2010-11 \$ 120,000.00  
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no new contract  
verbal agreement

CITY-COUNTY LIBRARY CONTRACT

THIS AGREEMENT, made and entered into this 7<sup>th</sup> day of December, 2009, by and between the CITY OF SIDNEY ("City"), a political subdivision of the State of Montana, and RICHLAND COUNTY ("County"), a political subdivision of the State of Montana, WITNESSETH:

WHEREAS, the City and County have in the past established a joint City-County library and have shared in the cost of operating and maintaining said library;

NOW, THEREFORE, the parties covenant and AGREE as follows:

1. 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.
2. 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.
3. 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.
4. The Library Board of Trustees shall have all those powers and duties enumerated in Title 22, Chapter 1, Part 3, M.C.A.
5. The library trustees shall prepare an annual budget. The annual budget shall be submitted to the Sidney City Council and the Board of Richland County Commissioners for informational purposes.

6. The total appropriation for the July 1, 2009 to June 30, 2010, fiscal year is \$223,192.00. Of this amount, the County shall pay \$123,192.00. The City shall pay \$100,000.00. In addition, the County shall provide the building in which the library is situated and shall pay costs normally associated with the occupation of the building, namely, heating, air conditioning, electricity, and insurance on the building and its contents. The County shall be responsible for all maintenance activities and costs. In each fiscal year thereafter for a period of four (4) fiscal years, the City shall pay \$100,000.00 per annum.
7. The Richland County Treasurer shall act as custodian of funds of the joint City-County library and the City Treasurer shall transfer quarterly to the County Treasurer all moneys collected for such account.
8. In the event of any future dissolution of the joint City-County library, the building and all other library assets will be distributed to the County.
9. This Agreement shall automatically continue for a period of five (5) fiscal years beginning with the current fiscal year of 2009-2010, with adjustments to the budget, if any, unless either party gives notice to the other of its intention to cancel; such notice to be given at least six months prior to termination. At the end of the five (5) fiscal year period, the parties may extend this Agreement or re-negotiate a new Agreement.

IN WITNESS WHEREOF, the duly authorized representative of the parties to this agreement have executed it the day and year first above written.

CITY OF SIDNEY, MONTANA

BY:

Bret Smelser  
BRET SMELSER, MAYOR