

LIBRARY SERVICES CONTRACT

Effective Date: July 1, 2012 to July 1, 2022.

Parties:

“County”
Carbon County Library Board
c/o Jo Ann Schutte
Chair, Board of Trustees
58 Bridger Fromberg Road
Bridger, MT 59014

“Library”
Joliet Public Library
c/o Deborah J. Richard
Chair, Board of Trustees
713 Montaquia Road
Joliet, MT 59041

RECITALS:

- A. County is a board of trustees created by the Carbon County Commissioners to act on its behalf, known as the Carbon County Library Board.
- B. Library is a free public library within an incorporated city, and created under the statutes of the State of Montana, and has the facilities and staff necessary to provide library services to those Residents within the physical boundaries of Carbon County.
- C. County desires to provide free library services to all residents of Carbon County, Montana for the fiscal years beginning July 1, 2012. (“Residents”)

CONSIDERATION:

For and in consideration of warrant payments by Carbon County, Montana, Library agrees to furnish free library services to all County Residents identified in Recital C above. The payment each fiscal year will be an amount derived from the application of the agreed upon allocation formula to the collected county library mill levy and to any other revenues to which the libraries are entitled. The Allocation Formula is attached as Exhibit A, and is incorporated herein.

TERMS

1. Term: Notwithstanding the actual date of execution, this Agreement will be in effect for the fiscal year beginning July 1, 2012 through June 30, 2022.

Either party may terminate the Agreement by giving six (6) months advance notice of its intention to do so.

2. Payment: County shall make payment for the library services to the Library, in not more than two installments according to the final schedule: The first installment on or before December 31, and the second installment on or before June 30.
 - a. However, if the contract is terminated before the end of the fiscal year by either party after the second payment installment has been made, Library shall return to County the unearned portion of the payment on a monthly basis.
3. Library Services: Library will provide the same library services to Residents as are provided to the citizens of the incorporated city within which each library is located.
4. Library Rules and Regulations: Residents served by the Library shall be subject to the Library's Rules and Regulations as may be adopted from time to time. Further, Library reserves the right to exclude from use of the Library any and all persons who violate Library's adopted rules and regulations.
5. Library Hours: Library shall provide library services to all Residents on a schedule adopted by the individual Library Board of Trustees.
6. Ownership of Property: Library shall provide and maintain a facility adequate for the provision of library services. Payments made by County under this Agreement shall inure to the benefit of County, regardless of the source of the funds for such acquisition, and County expressly disclaims any ownership interest in property acquired by Library.
7. Library Operation: Library will operate and maintain its facilities in accordance with all applicable laws, rules, regulations and standards.
8. Proposed Budget and Financial Reports:
 - a. Library will provide County its budget for the next fiscal year no later than May 31 of the current fiscal year. County will promptly advise Library as to any concerns it may have. The budget shall be line-item

in nature, showing income and expenditures on the approved Carbon County Library form.

- b. Within three months of the end of each fiscal year, Library shall provide the County the following financial reports:
 - i. End of year line-item comparison of Budget to Actual.
 - ii. Analysis of County Reserve Account between amount received from Carbon County warrants and actual amount allocated by agreed upon formula upon request (see attachment for formula).

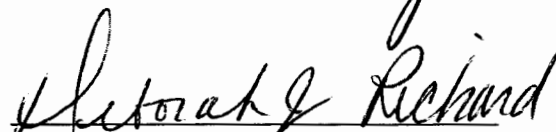
9. Duplicate Originals of Contract: This Agreement shall be executed and acknowledged in duplicate, with each party to receive a duplicate original.

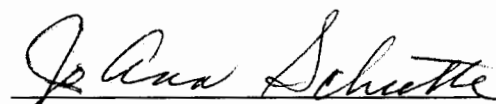
10. Amendments: This Agreement may be amended any time by mutual, written consent of both parties.

11. Resolution of Disputes: It is the intention of the parties that if any dispute should arise as to the meaning or administration of this Agreement, it will be resolved as follows:

Each party shall appoint one arbitrator, and both appointed arbitrators shall mutually select a third arbitrator. All appointments shall be made within 30 days of a demand for arbitration by either party. The party demanding arbitration shall include within the demand a notice of its selection of any arbitrator. The party receiving a demand for arbitration must within 15 days of receipt of demand give notice of its selection of an arbitrator. The three arbitrators shall meet within 30 days of the appointment of the third arbitrator to consider the disputed matter, and shall make findings of fact and recommendations to the parties. If either party should reject the findings and recommendations of the arbitration panel, then either party may terminate the agreement upon 60 days notice of the other party.

Dated this 19th day of June, 2012.


Deborah J. Richard
Chair, Board of Trustees
Joliet Public Library


Jo Ann Schutte
Chair, CCLB Board of Trustees
Carbon County Library Board

