

COUNTY CONTRACT ROUTING FORM

GALLATIN COUNTY CONTRACT NO. #98-098

NAME OF CONTRACT: City of Helena Public Library Service Contract

EFFECTIVE DATE: 7-1-97 EXPIRATION DATE: 6-30-99 RENEWAL DATE: _____

ALL CONTRACTS MUST BE COMPLETED A MINIMUM OF 10 DAYS PRIOR TO EFFECTIVE DATE.

RESPONSIBLE DEPARTMENT: Ed Blackman, Fiscal Department

NOTES/INSTRUCTIONS: _____

FISCAL OFFICER APPROVED: Ed Blackman DATE: 11/14/97 - Library

COUNTY ATTORNEY APPROVED: [Signature] DATE: 11/26/97

DATE RETURNED TO RESPONSIBLE DEPT.: 11/28/97 DATE SIGNED BY OUTSIDE PARTIES: 11/30/97

DATE SIGNED BY COMMISSIONERS: 12/2/97 DATE ROUTED TO CLERK & RECORDER: 12/3/97

COUNTY CONTRACT NUMBER: 98-098 DATE INSURANCE BINDER RECEIVED: _____

WHO SHOULD RECEIVE COPY OF COMPLETED CONTRACT?

(Check appropriate Offices)

- | | |
|---|---|
| <input type="checkbox"/> CLERK AND RECORDER [ORIGINAL] | <input type="checkbox"/> FISCAL OFFICER |
| 1) <input checked="" type="checkbox"/> RESPONSIBLE DEPARTMENT | <input type="checkbox"/> HEALTH - NURSING |
| 2) <input checked="" type="checkbox"/> COUNTY ATTORNEY | <input type="checkbox"/> HEALTH - ENVIRONMENTAL |
| 3) <input checked="" type="checkbox"/> COUNTY COMMISSIONERS | <input type="checkbox"/> REST HOME |
| <input type="checkbox"/> ASSESSOR | <input type="checkbox"/> ROAD OFFICE |
| 4) <input checked="" type="checkbox"/> AUDITOR - C & R ACCOUNTING | <input type="checkbox"/> SHERIFF OFFICE |
| <input type="checkbox"/> DES | <input type="checkbox"/> WEED DEPARTMENT |
| <input type="checkbox"/> FACILITIES | |

INSURANCE COMPANY (Name):

Attention: _____

OTHERS (Include: Entity, Mailing Address, Phone #, and Contact Person)

Please return duplicate original to Darlene Ritchey, Fiscal Office. She will then mail to the Library.

DATE C & R DISTRIBUTED: 12/4/97

RECEIVED OCT 9 1997

LIBRARY SERVICES CONTRACT

THIS AGREEMENT is entered into on the _____ 1st _____ day of _____ July _____, 1997, by and between the Board of County Commissioners of Gallatin County, hereinafter referred to as "the County", and the Board of Library Trustees of the City of Three Forks Library, Bozeman, Montana, hereinafter referred to as "the Library".

W I T N E S S E T H :

WHEREAS, the County desires to provide library services for rural residents of Gallatin County, and the Library has existing library facilities; and,

WHEREAS, Section 22-1-315, MCA, provides that the County and the Library may enter into a contract by which the free public library of the City of Three Forks shall assume the functions of a county-free library within Gallatin County;

NOW, THEREFORE, it is agreed as follows:

1. In return for payments to be made by the County, the Library shall make available to all rural county residents the services provided by their library at no cost to county residents;
2. The County agrees to pay the Library for library privileges for its rural residents the sum of Twenty-Three Thousand Five Hundred Seventy-Seven and no/100 Dollars

(\$23,577.00). Payment will be made in equal quarterly installments on or before October 20, 1997, December 31, 1997, March 31, 1998, and June 30, 1998.

3. The Library hereby acknowledges that this contract is contingent upon available revenue and if revenue falls short, then the County shall make adjustments in disbursements to the Library.

4. By entering into this agreement, the Library provides through Exhibit "A" attached hereto, notification to the County by the governing body of the City of Three Forks, of a request to exclude the property of the incorporated City of Three Forks, Montana, from liability for taxes under the County library mill levy;

5. The Library hereby acknowledges and holds harmless the County for the failure of the County to collect all possible tax revenue payable to the Library pursuant to this contract. The Library acknowledges the possibility of delinquent and late taxes which are beyond the control of the County. Any such delinquent and late taxes which are payable to the Library shall be credited to the account of the Library, and any such taxes recovered after the term of this agreement shall be paid to the Library;

6. The Library shall administer the Library in such a manner as to extend the same library privileges to the rural

residents of Gallatin County outside the incorporated limits of the City of Three Forks subject to this contract as are enjoyed by city residents;

7. The duration of this contract shall be for the period of July 1, 1997 through June 30, 1998;

8. The terms of this contract may be altered only upon written consent of both parties hereto;

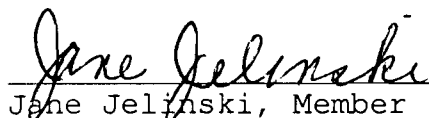
9. This contract may be terminated by either party hereto, upon six (6) months written notice of intention to do so.

DATED this 14th day of October, 1997.

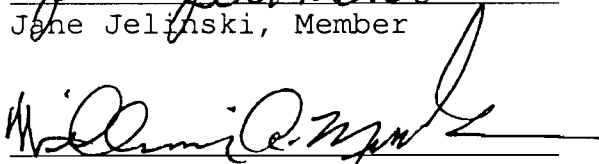
BOARD OF COUNTY COMMISSIONERS
OF GALLATIN COUNTY



Phil Olson, Chairman

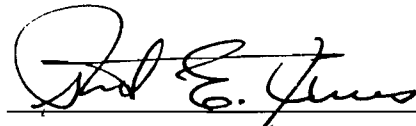


Jane Jelnicki, Member




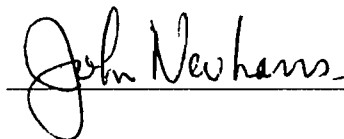
William A. Murdock, Member

BOARD OF TRUSTEES OF THE CITY
OF THREE FORKS PUBLIC LIBRARY,
THREE FORKS, MONTANA

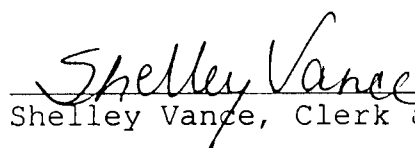


Paul E. Jones, Chair





ATTEST:



Shelley Vance, Clerk & Recorder

Date: December 3, 1997

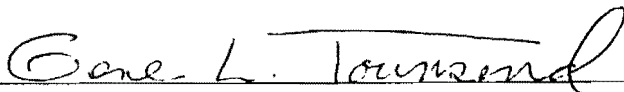
EXHIBIT "A"

NOTICE OF EXEMPTION FROM COUNTY LIBRARY TAX

TO: The Board of County Commissioners of Gallatin County
FROM: The Governing Body of the City of Three Forks,
Gallatin County, Montana.

YOU ARE HEREBY NOTIFIED that the City of Three Forks, Gallatin County, Montana has entered into a Library Services Contract with Gallatin County by which the Bozeman Public Library shall assume the functions of a county free library within Gallatin County. Pursuant to paragraph four (4) of that contract, the City of Three Forks, Montana, hereby requests that the property of the incorporated City be excluded from liability for taxes under the Gallatin County library mill levy.

DATED THIS 14th day of October, 1997.

BY: 
City Manager, City of Three Forks, Montana