

AGREEMENT

This agreement entered into this 20 day of May, 2019, with the Carnegie Library and the City of Big Timber, Party of the First Part, and Sweet Grass County, Party of the Second Part.

WITNESSETH:

Whereas, the Party of the First Part has agreed to assume the function of a county free library under the authority of MCA 22-1-315 of the State of Montana, and

Whereas, the Party of the Second Part has agreed to furnish certain operating fund and revenue to the Big Timber Carnegie Library to accomplish this purpose, pursuant to the laws of the State of Montana.

Now, therefore, in consideration of the execution of this agreement and of the performance of the terms, conditions, and covenants herein contained, it is mutually agreed as follows, to-wit:

1. That all costs for the operation and maintenance in the purchase of books, periodicals, pamphlets and visual aid materials shall be shared in the following ratio: Sweet Grass County, Montana – 40%, City of Big Timber – 60%.
2. That all books, periodicals, pamphlets, visual aid materials and supplies shall, in the event of the termination of this contract, remain the property of the Party of the First Part.
3. It is further agreed that the Party of the First Part present to the Party of the Second Part, at the end of the fiscal year, a complete statistical and financial report of the operation of said library.
4. In consideration of the foregoing agreement, the said Sweet Grass County agrees to provide funds in an amount agreed upon each year by both Parties and pay the money so collected from the tax levies to the City of Big Timber. Payments are to be made at the time of the remittance of general city taxes to the City of Big Timber by Sweet Grass County in December, and the balance is to be paid at the time of remittance of city taxes by Sweet Grass County to the City of Big Timber in June, which shall be credited to the library fund, and said fund shall be and remain in the custody of the Treasurer of the City of Big Timber and the monies therein placed by Sweet Grass County shall not be used for any purposes except those of library services.
5. That Sweet Grass County shall be entitled, hereafter, and during the life of this agreement, to appoint two representatives to the Board of Trustees of Big Timber Carnegie Library, said members to the board have full status as a trustee with all voting rights and powers incident thereunder.

6. That this contract is entered into for the fiscal year of July 1, 2019 to June 30, 2020, after which it shall be automatically renewed from year to year under the same terms and conditions with the exception that different sums of money shall be contributed by the Party of the Second Part depending upon library needs for the next fiscal year and so long as the same is authorized by statute. Either Party to such contract may terminate the same by giving six months notice of intention to do so.

IN WITNESS WHEREOF, the said the Carnegie Library and the City of Big Timber has caused this agreement to be executed and signed by its Chairman of the Board of Trustees and the Mayor; and the said Sweet Grass County has caused it to be executed by the Chairman of its Board of County Commissioners attested to by the Clerk and Recorder of Sweet Grass County, Montana.

Date _____

Carnegie Library, Chairman of Board of Trustees

City of Big Timber, Mayor

Attest:

Attest:

William Wallace
Sweet Grass County Commissioner, Chairman

Attest: Clerk and Recorder



Sweet Grass
COUNTY

Office of the County Commissioners

William Wallace
J.V. Moody
Melanie Roe

May 3, 2019

City of Big Timber
PO Box 416
Big Timber, MT 59011

RE: Carnegie Library

To City of Big Timber,

The Sweet Grass County Commission wishes to endorse the creation of a Carnegie Public Library depreciation fund. Any funds left at the end of the fiscal year in the library budget may be placed into this fund for future capital improvements, repairs or maintenance as deemed necessary by the Library Board.

Sweet Grass County Commission.

William Wallace

Chairman, William Wallace

J.V. Moody

J.V. Moody

Melanie Roe

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