

MEMORANDUM OF UNDERSTANDING

This Memorandum of understanding is an affirmation and statement of commitment to the joint development of a public library in the town of Poplar, Montana, which shall serve the community and County of Roosevelt from the Fort Peck Community College's James E. Shanley Tribal Library.

This Memorandum of Understanding is between the Board of County Commissioners of Roosevelt County, for Roosevelt County, State of Montana, ("County") and the Fort Peck Community College and the James E. Shanley Tribal Library of Poplar, Montana ("Tribal Library").

WHEREAS, the above named parties have entered into a joint effort to provide a community public library to benefit the Fort Peck Community College and the County of Roosevelt by housing the collection of the Poplar City Library in the Tribal Library.

WHEREAS, Roosevelt County is committed to provide funding to support a public library at the Tribal Library.

NOW, THEREFORE, in consideration of the mutual interests described above, the parties agree to work together in the following manner to achieve the above goals.

1. The County has moved all of the Poplar City Library's collection to the Tribal Library for joint use by the public and Community College. The County shall remain the owners of the collection unless outdated, duplicative or in need of replacement. Any material not useful to the public, as determined by the County and Tribal Librarians, may be discarded as seen fit.
2. The collection of the Poplar City Library shall be displayed at the will of the Tribal Librarian.
3. Roosevelt County shall provide at least \$21,200.00 annually to support the Tribal Library. The funds shall be distributed in one lump-sum payment. The parties may adjust the amount of compensation annually, in writing. Tribal Library shall submit an annual accounting to the County.
4. The Tribal Library agrees not to use any County funds to compensate employees.
5. This agreement is no way creates a business partnership, entity, joint venture or any other type of formal business relationship.

6. This agreement in no way creates additional liabilities for the parties. Each party agrees that this relationship does not attach any additional costs other than those contained in the agreement and that each party is liable for its own negligence and indemnifies the second party for any negligence of the first party.
7. The terms of this agreement shall be three (3) years. The term may be extended or shortened by written agreement.
8. This Memorandum of Understanding can only be modified by a writing, signed by all parties.
9. This document contains all of the agreements, representations and understandings of the parties and replaces all previous agreement, oral or written, related to this agreement.
10. If any part this Memorandum of Understanding is held void, illegal, unenforceable or in conflict of laws, the validity of the remaining portions shall not be affected thereby.

This Memorandum of Understanding is effective this 24th day of November 2022 and upon the signatures of all Parties hereto.

Signed and dated this 26th day of January 2023

Fort Peck Community College

Haueu Howneau

President

Board of County Commissioners for
Roosevelt County

[Signature]

Chairperson

James E. Shanley Tribal Library

[Signature]

Library Director

[Signature]

Commissioner

Roosevelt County Library

[Signature]

Library Director

[Signature]

Commissioner