

**LIBRARY SERVICES CONTRACT  
CITY OF THREE FORKS**

THIS AGREEMENT is entered into 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 Public Library, 607 N. Main, Three Forks, Montana, 59752, (406-285-3747), hereinafter referred to as "the Library".

**WITNESSETH:**

**WHEREAS**, the County does not currently provide its own Library services to its residents and instead relies upon other local governments including the City of Three Forks; as such, the County desires to enter this Agreement for the Three Forks Public Library to provide its services to County residents; 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 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 residents the sum of **\$85,649**. Payment will be made upon receipt of a signed contract 30 days after approval of the Final Budget in installments on or before the last day of **September 2024, December 2024, March 2025 and June 2025**. The option of quarterly payments is dependent on fund availability.
3. The County will also pay the Library **\$20,874** in capital funds to be used in **FY 2025**. The County has reserved **\$0** that will be available for the Library's future capital needs at this time.
4. 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.
5. **INSURANCE**. CONTRACTOR shall carry Comprehensive General Liability insurance in the amount no less than \$1,500,000.00 for each occurrence; Automobile liability in the amount of \$1,500,000.00 combined single limit. Any insurance carried by Library shall include no exclusions related to toxic substances or waste. All insurance policies shall be primary and noncontributory, shall name Gallatin County as additional insured. Certificates of Insurance evidencing Gallatin County as additional insured and endorsement thereof must be supplied before payments can be made under this agreement. Library shall put COUNTY on immediate notice of any changes or cancellation in coverage.
6. 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.

7. 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.
8. The Library shall administer the Library in such a manner as to extend the same library privileges to the residents of Gallatin County outside the incorporated limits of the City of Three Forks subject to this contract as are enjoyed by city residents.
9. The duration of this contract shall be for the period of **July 1, 2024, through June 30, 2025.**
10. The terms of this contract may be altered only upon written consent of both parties hereto.
11. This contract may be terminated by either party hereto, upon six (6) months written notice of intention to do so.

DATED this \_\_\_\_ day of \_\_\_\_\_, **2024.**

BOARD OF COUNTY COMMISSIONERS  
GALLATIN COUNTY

BOARD OF TRUSTEES  
CITY OF THREE FORKS  
PUBLIC LIBRARY

\_\_\_\_\_  
Scott MacFarlane, Chairman

\_\_\_\_\_  
Name, Title:

Attest:

Attest:

\_\_\_\_\_  
Eric Semerad, Clerk & Recorder

\_\_\_\_\_  
Name, Title:

EXHIBIT A

NOTICE OF EXEMPTION FROM COUNTY LIBRARY TAX

TO: The Board of County Commissioners, Gallatin County;

From: City of Three Forks

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 Three Forks Public Library shall assume the functions of a county free library within Gallatin County. Pursuant to paragraph six of that contract the City of Three Forks hereby requests that the property of the City be excluded from liability for taxes under the Gallatin County library mill levy.

DATED this \_\_\_\_ day of \_\_\_\_\_, **2024**.

By: \_\_\_\_\_  
Mayor