**Agreement for the Provision of Library Services**

This Agreement made this \_\_\_\_day of November, 2020 between the City of Yankton, a municipal corporation, acting through its Board of Library Trustees and its Board of City Commissioners and Yankton County, a political subdivision, acting through its Board of County Commissioners.

The parties do agree as follows:

1. The City of Yankton will provide the same library services to all residents of Yankton County living outside of the corporate limits of the City of Yankton as it provides for citizens of the City.
2. Yankton County will pay $15,000 to the City of Yankton to provide library services for all Yankton County residents from January 1, 2021 until December 31, 2021. The City of Yankton will bill Yankton County semi-annually (April and October – See County Commission Minutes, 01/11/00)
3. Additionally, every household must pay a $20.00 out-of-pocket charge directly to the Library, upon issuance or renewal, for a nonresident Yankton County card (for individuals living outside of the corporate limits of the City of Yankton but within Yankton County). This fee may be paid in installments of $5 for 3 months, $10 for 6 months, or $20 for 12 months. Nonresident (outside of Yankton County) family cards are issued at $40.00 per year.
4. While the Library agrees to verify that each person or family to whom a card issued is a resident of Yankton County by using a current means of identification and proof of address, both the County and Library have agreed upon the following definition of a county resident that is eligible to purchase a County card:

*“Person or persons owning residential or business property within Yankton County or, through rent or lease, paying property taxes to the County and County youth, high school freshmen through seniors. Verification of property tax payment may be additionally required for persons renting or leasing. The property owners (residing within the county or not) as well as the renter/lessee have the same right to obtain a library card.”*

1. During the contract period, the Library will track the utilization of library services by county residents and provide patron database numbers, renewal and new card figures, and circulation percentages upon request to the Board of County Commissioners.
2. The Board of County Commissioners is entitled to appoint an additional member to the Board of Library Trustee of the City of Yankton as provided in SDCL 14 2-36. Said member shall have all of the powers and responsibilities granted to members of the Library Board of Trustees under state law and city code/ordinance. The term of the county representative shall be tied to this contract date as well as the term and appointment calendar for County Commissioners. If the contract is terminated for any reason, the County Commissioner’s representative on the Library Board of Trustee will end upon the date of contract termination.
3. This agreement shall be effective and binding on January 1, 2021 extending until December 31, 2021 unless amended or terminated by either/or both parties. A mutual resolution for extension may also be included.

Approved this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_, 2020, Yankton Community Library Board of Trustees.

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 Christine Tielke

Board President

Attest:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dana Schmidt

Library Director

Approved this \_\_\_\_ day of\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2020, Board of Commissioners, Yankton County.

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 Cheri Loest

 Chairman

Attest:

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Patty Hojem

Auditor

Approved this \_\_\_\_ day of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2020, City of Yankton.

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 Nathan Johnson

 Mayor

Attest:

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Amy Leon

City Manager