

## MEMORANDUM OF UNDERSTANDING

Between Flathead County Library and Evergreen School District

This Memorandum of Understanding ("MOU") is entered into by and between Flathead County Library, located in Kalispell, Montana ("Library"), and Evergreen School District, located in Evergreen, Montana ("District").

This MOU shall become effective as of June \_\_, 2026 ("Effective Date") and shall remain in effect for a period of three (3) years, unless earlier terminated as provided herein.

The purpose of this MOU is to establish the terms and conditions under which the Library and the District will collaborate to install, operate, and maintain a 24-hour, seven-day-a-week outdoor smart locker system to enhance public access to library materials.

### **Recitals**

- A. Flathead County Library serves the 115,500 residents of Flathead County with 3 branches, providing a wide range of children's, teen, and adult physical and digital collections, outreach services, and enriching programs and events. The mission of the Library is providing educational and recreational materials, programs and resources to promote literacy, inspire lifelong learning, and enrich the community.
- B. The Evergreen School District enables students to become responsible citizens and lifelong learners by ensuring quality instruction in a nurturing environment.
- C. As both the District and the Library strive to serve our shared community and see value in collaboration with similarly aligned organizations, this partnership is a welcome outcome for all.
- D. Together, the District and the Library share in opportunity to enhance the lives of Flathead County by providing library material hold pick up lockers (book lockers) along with an outdoor book return container (book drop) outside the District.

### **Agreements**

NOW, THEREFORE, the parties mutually to the roles and responsibilities outlined in this MOU.

#### **1. Joint Responsibilities**

The parties will ensure, to the best of their abilities, that the book locker is accessible, secure, sheltered, and available for use 24/7.

The parties agree that the book locker and book drop are the sole property of the Library and may be removed by the Library at any time.

The parties agree that the book locker and book drop are to reside on the property of the District, located at 18 West Evergreen Drive, Flathead County, Kalispell, MT 59901.

The parties agree that the cost for site preparation, the book locker and book drop, and ongoing costs and maintenance shall be provided for as detailed on the attached schedule A. Any unforeseen costs that may arise shall be shared equally by both parties.

The parties agree that while the custom wrap design of the book locker will reflect Library branding and identity, the District reserves the right to review and approve the design prior to implementation.

The parties will develop procedures for shared and coordinated communications in handling customer service and troubleshooting, so both the District and Library employees have clearly defined roles and expectations.

## 2. Responsibilities of the Library

The Library is responsible for the procurement, installation, maintenance, and repair of the book locker.

The Library will be responsible for managing library materials and holds placed by library patrons for pick-up at the District book locker location.

The Library will be responsible for providing secure wireless internet/data connection to ensure locker functionality.

The Library will be responsible for any technical troubleshooting and handling any library patron questions regarding the book locker.

The Library will be responsible for the regular emptying and maintenance of the book drop.

## 3. Responsibilities of the District

The District agrees to provide covered outdoor space for the installation of the book locker in a location agreed upon by both parties.

The District agrees to maintain the book locker site, including performing any necessary maintenance or repair of the shelter, walkways, and surrounding areas to maintain the same in a safe manner for access by library patrons and library staff at all times.

The District will allow access to and use of the District parking lot and book locker to patrons, and library staff servicing the lockers.

The District agrees to provide ongoing 120v power to the book locker for uninterrupted use.

The District will not be held liable for any damage to the book locker or book drop caused by third parties or natural disasters.

The District shall not be liable for damage caused by third parties or events beyond its control.

#### 4. Separate Entities

The parties acknowledge that they are separate and independent entities and that despite the understanding and agreements provide for this MOU, each party shall be solely responsible for the satisfaction of its own obligations, debts, liabilities, and judgements.

#### 5. Indemnification

The District shall indemnify, defend, and hold harmless the Library, its directors, employees, and agents from and against any and all claims, damages, liabilities, injuries, expenses, demands, and judgements, including court costs and attorney fees, arising out of the District's performance and responsibilities under this MOU.

The Library shall indemnify, defend, and hold harmless the District, its directors, employees, and agents from and against any and all claims, damages, liabilities, injuries, expenses, demands, and judgements, including court costs and attorney fees, arising out of the Library's performance and responsibilities under this MOU.

#### 6. Termination

Mutual Consent. This MOU may be terminated at any time by the mutual consent of both parties.

No Cause. Either party may terminate this MOU upon provision of at least 60 days' written notice to the other party.

For Cause. The Library may terminate this MOU, in whole or in part, effective upon delivery of written notice to the District or at such later date as may be established by the Library in any of the following circumstances:

If Library funding from federal, state, or other sources is not obtained and continued at sufficient levels to allow for the ongoing undertaking of the responsibilities and/or provision of operating expenses contemplated herein; or

If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the Library's responsibilities and operating expenses, provided for herein, are no longer allowable or appropriate.

#### 7. For Default or Breach

Either party to this MOU may terminate this MOU in the event of a breach of terms of the MOU by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 14 calendar days of the date of notice, or within such other period as the party giving the notice may authorize or require, then this

Agreement may be terminated at any time thereafter by a written notice of termination by the party giving notice.

The rights and remedies of the parties provided for this Section 7 are not exclusive and are in addition to any other rights and remedies provided by law or under this MOU.

#### 8. Miscellaneous Provisions

**Annual review and amendment of Agreement.** The Library and the District agree that this MOU will be reviewed annually. This MOU may only be amended by a writing signed by both parties.

**Governing Law.** This MOU shall be governed by Montana law.

**Time is of the essence.** Time is of the essence for the performance of all responsibilities contemplated under this MOU.

**Counterparts.** This MOU may be executed in counterparts, each of which shall be an original, all of which shall constitute one and the same agreement.

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IN WITNESS WHEREOF the parties have caused this MOU to be signed in their respective names by their duly authorized representative as of the dates set for below.

#### FLATHEAD COUNTY LIBRARY

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

Name: David Ingram

Title: Chair, Flathead County Library Board of Trustees

Date: \_\_\_\_\_

#### EVERGREEN SCHOOL DISTRICT #50

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## SCHEDULE A- Allocation of Costs

Flathead County Library will pay for the following:

- The cost to bring a dedicated electrical line to the area where the book locker will be installed.
- The book locker unit, book drop unit, and ongoing service fee.
- Installation and ongoing cost of a router and cellular data to provide internet to the book locker.

Evergreen School District #50 will pay for the following:

- Ongoing electrical costs to power the unit.