

INTERLOCAL LIBRARY AGREEMENT

THIS AGREEMENT is made and entered into this 13 day of April, 2004, by and between the **CITY OF HELENA, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, 316 North Park Avenue, Helena, Montana, hereinafter referred to as "City," and **LEWIS & CLARK COUNTY**, a political subdivision of the State of Montana, hereinafter referred to as "County."

WHEREAS, in the Interlocal Library Contract dated October 11, 1974 ("Original Contract"), the City and the County entered into a contract whereby library services are provided for all residents of the county from a central facility located within the City and operated by the joint efforts and authority of both parties; and

WHEREAS, the City and County desire to update the Original Contract to reflect the actual relationship between the parties.

NOW, THEREFORE, the parties hereto agree that the Original Contract and all its subsequent amendments and modifications be superseded in their entirety by this Interlocal Library Agreement which reads as follows:

1. **Joint Library Established**: There is hereby established a joint city-county library to be known as the Lewis & Clark Library; the principal building and facilities for which shall be located within the City of Helena.

2. **Board of Trustees**: The operation of the library is to be governed by a Board of Trustees composed of five (5) members who are appointed to fill previously designated trustee positions. The trustee positions have previously established staggered terms over a five-year period with one term expiring each year. Each trustee position is filled in the following manner:

A. The Mayor, with the concurrence of the City Commission, shall appoint residents of the City to the two trustee positions designated for City appointments whenever a five- year term has expired or a vacancy is sooner created. The Mayor may appoint a member

of the City Commission, including the Mayor, to any of the trustee positions designated for City appointments.

B. The Board of County Commissioners shall appoint residents of the County to the two trustee positions designated for County appointments whenever a term has expired or a vacancy is created. The Board may appoint one of the members of the Board of County Commissioners to any of the trustee positions designated for County appointments.

C. The Board of County Commissioners and the Mayor, with the concurrence of the City Commission, shall jointly appoint a fifth member who shall serve a five-year term in the trustee position previously designated for joint appointment.

D. Each designated trustee position has a five-year term. An appointment to a designated trustee position is for the five-year term of that position. An appointment to fill a vacancy in a designated position is for the remaining portion of the five-year term of that designated position. Vacancies for unexpired terms must be filled as soon as possible in the manner in which the vacating trustee was chosen.

E. A trustee may be removed by the Mayor with the concurrence of the City Commission or by the Board of County Commissioners or both, depending upon the manner in which the trustee was originally appointed

F. A trustee may not serve more than two full terms in succession.

3. **Salary of the Board:** A trustee may not receive a salary or other compensation for service as a trustee, but necessary expenses actually incurred by a trustee in the performance of the trustee's duties shall be paid from the library fund.

4. **Powers of the Board:** The Board of Trustees has the powers and duties set forth in law for a board of trustees of a city library or a county library.

5. **Organization:** The Board shall select one of its members as Chairman, and such other officers as the Board members deem necessary, for one (1) year terms. The Board shall adopt rules for governance of its own affairs.

6. **Financing the Library:** The Board of Trustees shall submit its budget proposal to the City Commission and the County Commission in sufficient time for said Commissions to include recommendations in their annual budget considerations.

The library is primarily supported by special taxes on all property within Lewis and Clark County. Should additional support beyond the maximum countywide levy become necessary, the parties may consider additional options such as voter-approved levies that exceed the statutory mill limit.

The Department of Administrative Services for the City of Helena has custody of the funds of the joint city-county library, and the Treasurer of Lewis and Clark County shall transfer all monies collected for the joint city-county library to the library on a quarterly basis.

7. **Ownership and Disposition of Property:** All property of the library, whether real or personal, used for library purposes by the City or the County, is held and owned by the City and County as tenants in common with the City holding a fifty percent (50%) interest and the County holding a fifty percent (50%) interest. Should the parties hereto mutually agree to terminate this agreement, all property, real and personal, used for library purposes and under control of the Board of Trustees of the library, shall be sold and the proceeds applied to the indebtedness incurred by the City and the County in building, operating and maintaining the library. In the event there are any excess proceeds, they shall be divided between the City and the County in accordance with their respective ownership interests.

8. **TERMINATION:** In the event that either party chooses to terminate the agreement, it shall, at least nine (9) months before the termination date selected, notify the other party in writing of its desire to terminate at such time. If either party to this agreement has given the other notice of its intention to terminate this agreement, the other party has the option of purchasing the terminating party's interest in the library building, books and other property at the then book value of such interest, which book value is determined by a certified public accountant selected by the Board of Trustees.

In the event there is a dispute concerning the book value after determination by the certified public accountant, the dispute will be settled by a Board of Arbitration with the City choosing one member of said Board, the County choosing another member of said Board and those two choosing a third, who shall consider and determine the book value.

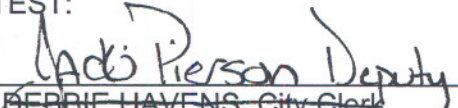
10. **Duration:** The initial term of this agreement is for a period of three (3) years and unless either party chooses to terminate the agreement, it will automatically renew at the end of the three-year period for another three years, with the same process continuing for each successive three-year period.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

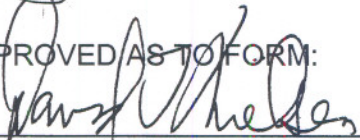
CITY OF HELENA, MONTANA

By 
Tim Burton, City Manager

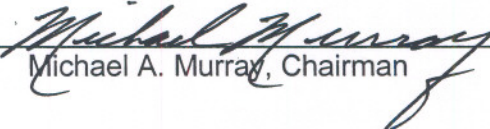
ATTEST:

By 
BEBBIE HAVENS, City Clerk

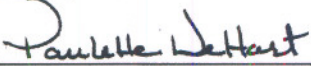
APPROVED AS TO FORM:

By 
DAVID L. NIELSEN, City Attorney

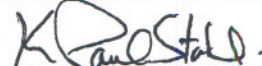
LEWIS & CLARK COUNTY, MONTANA

By 
Michael A. Murray, Chairman

ATTEST:

By 
PAULETTE DEHART, Clerk of the Board

APPROVED AS TO FORM:

By 
LEO GALLAGHER, County Attorney

AMENDMENT TO
INTERLOCAL LIBRARY AGREEMENT

THIS AMENDMENT is made and entered into this 8 day of November, 2004, by and between the **CITY OF HELENA, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, 316 North Park Avenue, Helena, Montana, hereinafter referred to as "City," and **LEWIS & CLARK COUNTY**, a political subdivision of the State of Montana, hereinafter referred to as "County."

WHEREAS, in the Interlocal Library Agreement ("Agreement") dated April 13, 2004, the City and the County entered into an agreement whereby library services are provided for all residents of the county from a central facility located within the City and operated by the joint efforts and authority of both parties; and

WHEREAS, the City and County desire to amend the Agreement to reflect true custody of the funds of the joint city-county library by changing the third paragraph of section 6.

NOW, THEREFORE, the parties amend the Agreement as follows:

"6. Financing the Library: The Board of Trustees shall submit its budget proposal to the City Commission and the County Commission in sufficient time for said Commissions to include recommendations in their annual budget considerations.

The library is primarily supported by special taxes on all property within Lewis and Clark County. Should additional support beyond the maximum countywide levy become necessary, the parties may consider additional options such as voter-approved levies that exceed the statutory mill limit.

The ~~Department of Administrative Services for the City of Helena~~ Lewis and Clark County Treasurer has custody of the funds of the joint city-county library, and the Treasurer of

Lewis and Clark County shall transfer all monies collected for the joint city-county library to the library on a ~~quarterly~~ monthly basis.”

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

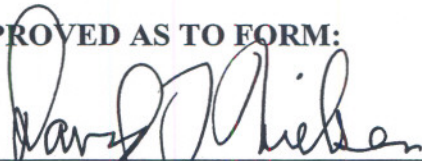
CITY OF HELENA, MONTANA

By 
Tim Burton, City Manager

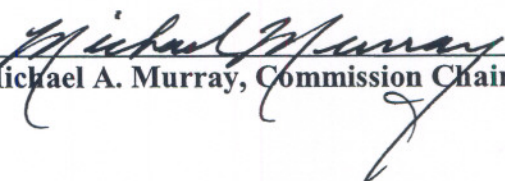
ATTEST:

By 
Debbie Havens, City Clerk

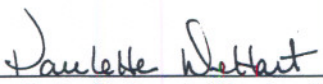
APPROVED AS TO FORM:

By 
David L. Nielsen, City Attorney

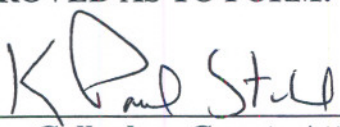
LEWIS & CLARK COUNTY, MONTANA

By 
Michael A. Murray, Commission Chairperson

ATTEST:

By 
Paulette Dehart, Clerk of the Board

APPROVED AS TO FORM:

By 
Leo Gallagher, County Attorney