INTERLOCAL AGREEMENT BETWEEN THE TOWN OF HOT SPRINGS AND THE COUNTY OF SANDERS, TO COOPERATE IN THE PROVISION OF LIBRARY SERVICES TO THE RESIDENTS OF SCHOOL DISTRICT 14J

AMENDED 2015

WHEREAS, the Town of Hot Springs (Town) and the County of Sanders (County) are both authorized by Montana State law to provide public libraries; and

WHEREAS, the Montana Code, at Sections 22-1-316 and 22-1-317 provide for joint city-county libraries; and

WHEREAS, the Montana Code, at Sections 7-11-101 through 7-11-108 authorize local government to enter into interlocal agreements to jointly provide services that each are authorized to provide; and

WHEREAS, the interlocal agreement method provides a more suitable and efficient mechanism for the joint provision of library services than Title 22 of the MCA cited above; and

WHEREAS, the Town and the County previously agreed, in 1986 and again in 1996, to enter into a cooperative arrangement whereby library services were provided to the residents of School District 14J (District) through their joint efforts and authority; and

WHEREAS, since that time a joint Town-County library has operated in Hot Springs pursuant to the laws of the State of Montana and with the support of the Town and the County as well as the residents of the District;

WHEREAS the Town and County wish to continue this relationship for the benefit of the community through the joint Town-County library; and

WHEREAS, it is appropriate, allowable, and necessary to amend the 1996 Agreement to reflect current law and practice;

NOW THEREFORE, in consideration of the above, the Town and County do hereby join in establishing and maintaining a joint Town-County library as follows:

1. The Town and County agree to provide services of a public library to all residents of the District through a joint Town-County library.

2. The joint Town-County library for School District 14J shall be known as the Preston Hot Springs Town-County Library (Library).

3. The Library shall be governed by a Board of Trustees (Board), which shall be the policy making body of the Library and its authorized representative.

DUTIES OF THE PARTIES AND THE BOARD

SANDERS COUNTY

1. The County agrees to support the library to the best of its ability and therefore agrees to collect and disburse the sum collected from the library district mill levy at the maximum mill levy allowed by law. The County may supplement the mill levy from other sources if it determines that additional funds are necessary.

2. The County agrees to provide the Board with the counsel of the County Attorney in regard to legal issues facing the Library.

TOWN OF HOT SPRINGS

1. There is no obligation on the part of the Town to appropriate any amount in addition to the amount raised by the District-wide mill levy. The Town agrees to contribute an amount determined annually by the Town Council to be a necessary or desirable supplement to the district-wide mill levy.

2. The Town agrees to provide a facility for Library use, including the cost of water and sewer utilities. The Town agrees to provide lawn and snow services.

3. The Town agrees to act as fiscal agent and to supply administrative services to the Library, including personnel support, services for compliance with Federal and State law, contract negotiation and administration, recordkeeping, payroll and accounting, and other administrative activities necessary to the continued operation of the Library.

4. The Town agrees to be named the owner of the Library’s contents in order that the Library may obtain sufficient liability and property insurance for its operations and contents. The Town will provide property insurance to cover the Library building.

FUNDING

1. Funds from the Town and County may be placed in a library depreciation reserve fund for acquisition and replacement of property, equipment, and improvements necessary to maintain and improve library services. This fund may be expended, invested, and held in accordance with State law.

2. A category of special budget requests funded by sources of revenue other than local taxes may be considered for projects such as capital improvements, long-term funding commitments or special one-time allocations. These will be reviewed and must be approved by both the Town and County prior to inclusion in the budget.

BOARD OF TRUSTEES

1. The Board of Trustees shall be composed of five (5) members. Two members shall be appointed by the Mayor, with the advice and consent of the Town Council, from candidates residing within the Town. Three members shall be appointed by the Board of County Commissioners from candidates residing within the District but outside the Town.

2. Trustees shall be appointed for five (5) year terms. Trustees may serve no more than two (2) consecutive five-year terms. Trustees may serve an unlimited number of non-consecutive five-year terms. All five-year appointments shall be made as of July 1 and expire on June 30. All five-year terms shall be staggered so that only one position is open for appointment or reappointment each year.

3. Initial appointments pursuant to this agreement shall be staggered such that one County appointee term ends June 30, 2016, one Town appointee term ends June 30, 2017, one County appointee term ends June 30, 2018, one County appointee term ends June 30, 2019, and one Town appointee term ends June 30, 2020. All appointees filling these terms shall be appointed to five (5) year terms. Trustees who have served more than five (5) years prior to the effective date of this agreement shall serve no more than one (1) consecutive five (5) year term under this agreement.

4. A vacancy on the Board occurs when a term expires or upon the resignation or removal of a Trustee. The Board shall recommend a person for appointment or reappointment by the Town or County in accordance with its Bylaws.

BOARD OF TRUSTEE DUTIES

1. The Board shall make all Library policies and shall have exclusive control of: expenditures of the Public Library fund, construction or lease of the Library building, and general operations and care of the Library and its contents.

2. The Board shall appoint and set the compensation of the chief librarian (Library Director) who shall serve as the secretary of the Board and shall serve at the pleasure of the Board. With the recommendation of the chief librarian, the Board shall employ and discharge such other persons as may be necessary in the administration of the affairs of the library, fix and pay their salaries and compensation, and prescribe their duties and responsibilities.

3. The Town’s Personnel Policy shall apply to Library employees, but the Board shall hear grievances from Library employees.

4. The Board shall adopt by-laws and rules not inconsistent with State law for its own transaction of business and governance of the Library.

5. The Board shall select a chairman and a vice-chairman to serve one-year terms.

6. The Board shall submit an annual budget to the Town and County. The Director may prepare the budget for the approval of the Board.

7. The Board shall have all powers consistent with State and Federal law to contract, receive or deliver services, to acquire and hold property, and to accept gifts and grants.

8. The Board shall make and render to the Town and County a complete statistical and financial report of the operation of the Library at the end of the fiscal year.

9. The Board shall oversee the development of supplemental funding resources, including the use of volunteer help in the operation of the Library, and the solicitation of gifts and in-kind services to assist in library operations and capital improvement projects. The Board shall include information on such funds and resources in the annual budgets and reports.

10. The Board shall obtain general liability insurance policies with limits of not less than $1,000,000 and an aggregate of not less than $2,000,000. This policy shall be writing on an occurrence basis and shall be endorsed to name the Town as an additional insured. Additionally, the policy shall be endorsed to be primary/non-contributory. The Board shall obtain coverage for Errors and Omissions with limits of not less than $1,000,000 per claim and a $2,000,000 aggregate. Finally, the Board shall have in place property insurance with sufficient limits to cover the value of the contents of library including the inventory of books. The library shall obtain and maintain in effect Worker’s Compensation insurance to cover the librarian and any other employees of the library. This insurance will be written with statutory limits in accordance with Montana Law.

11. To the fullest extent permitted by law, the library shall fully indemnify, defend, and save City, its agents, representatives, employees, and officers harmless from and against any and all claims, actions, costs, fees, losses, liabilities or damages of whatever kind or nature arising from or related to Libraries performance under this Agreement and the libraries performance of operations.

EFFECTIVE DATE, DURATION, DISSOLUTION

1. This interlocal agreement (Agreement) shall be submitted to the Attorney General of the State of Montana following adoption by the Town and County. It shall become effective on the date it is signed. It shall remain in effect until termination by either party pursuant to the termination provisions set forth herein. This Agreement may be amended from time to time by mutual agreement of the Town and County.

2. Either the Town or County may terminate this Agreement by action of that governing body and with at least one hundred and eighty (180) days notice in writing to the other governing body. Such termination shall not become effective until the beginning of the following fiscal year.

3. The building, contents, and other assets of the Library are deemed the property of the Town of Hot Springs; however, no assets of the Library, including any real property, shall be used for non-library purposes without express agreement and permission of the governing bodies and the Library Board of Directors.

4. In the event this Agreement is dissolved, no assets of the Library, including any real property, shall be used for non-library purposes without express agreement and permission of the governing bodies and the Library Board of Directors.

5. In the event the Library, as a functioning entity, is dissolved, the Town of Hot Springs shall retain ownership of the Library building and property. The contents and all other assets of the Library may be taken and used by School District 14J, upon notice and acceptance by the School District/School Board, before disbursement or use of such property to another entity, or for non-library purposes.

DATED THIS \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2015.

Sanders County, Montana, by its Town of Hot Springs, by its

Board of County Commissioners

Commissioner Mayor

Commissioner Council Member

Commissioner Council Member

 Council Member

Attest: Council Member

Clerk and Recorder Clerk

Sanders County Town of Hot Springs

Approved as to Form and Content:

Sanders County Attorney Hot Springs Attorney