

Sarah Miller

Deputy

INTERLOCAL LIBRARY CONTRACT

This agreement, made and entered into this 12th day of June 2023, by and between the County of Ravalli, a political subdivision of the State of Montana, and the Town of Darby, a municipal corporation.

WITNESSETH:

WHEREAS, the Town and County entered into a contract dated October 30, 1998 to provide library services for all of the residents of the District from a central facility located within the Town and operated by the joint effort and authority of both parties; and said District; the school district was named for boundary purposes only, and the exterior boundaries of the Library District coincide with exterior boundaries of the named school district; and

WHEREAS, the creation of a District was established to better serve the needs and conveniences of the residents of the District and allow fair allocation of the tax burden among those using the library services.

WHEREAS, the voters of the Darby Community Public Library approved through election on September 15, 2015 a three mill levy increase for a total of 8 mills to be levied to defray expenses of the Darby Community Public Library.

WHEREAS, the purpose of this agreement between County and Town is to provide continuity to the previous agreement, clarify rights, responsibilities and duties of said parties and amend terms and conditions of previous agreements.

NOW, THEREFORE, the parties, in consideration of the mutual promises and covenants contained herein, agree as follows:

1. BOARD OF TRUSTEES. There is hereby established a joint town-county library, to be known as the Darby Community Public Library, the principal building and facilities for which shall be located within the Town of Darby. The operation of the Library shall be governed by a Board of Trustees who shall be appointed and hold office in the manner and for the terms described: The Town Council shall appoint two members, both of whom must be residents of the District; the Board of County Commissioners shall appoint two residents of the District, one of whom shall serve a term of two years, and one whom shall serve a term of three years; and the Board of County Commissioners and the Town Council shall jointly appoint a fifth member, who shall serve a term of five years, thereafter, each person appointed shall serve a term of five years, and the vacancies on the Board shall be filled by appointment by the Town Council or the Board of County Commissioners, or both, depending upon which of these bodies appointed the original Trustee for that particular term. The Library Board of Trustees will interview new trustees and send their recommendations to the Town Council or Board of County Commissioners for approval.

The Library Board of Trustees shall consist of five trustees. No member of either governing body shall be a member of such Board.

2. TERM AND SALARY OF BOARD. Vacancies on the Board of Trustees for an unexpired term shall be filled as soon as possible in the manner in which the members of the Board are regularly chosen.

Trustees shall not receive a salary or other compensation for services as Trustee, but necessary expenses actually incurred shall be paid by the Library Fund. A library trustee may be removed only by vote of the Town Council or the Board of County Commissioners or both, depending upon which of these bodies appointed the original trustee for that particular term. The Trustees shall server no more than two full terms in succession.

Return: Commissioners

3. **POWERS OF BOARD.** The Library Board of Trustees shall have the powers and duties set forth in MCA22-1-309, as the same may be amended from time to time, or its successor provision, which by this reference is incorporated herein.

The Board shall select one of its members as chairperson and such other offices as they may deem necessary, for one-year terms.

4. **FINANCING THE LIBRARY.**

The Library Board of Trustees shall submit its budget proposal to the Board of County Commissioners in sufficient time to be included in the County's annual budget process.

The financing of the Library shall be from the following sources:

- 1) a mill levy with the district in the amount of 8 mills
- 2) intergovernmental revenues
- 3) grants, gifts, and other sources

The Library shall be supported by a library tax on all of the property within the District, consistent with MCA 7-11-1112 and MCA 22-1-304. The County may choose to give general fund money to the Library. This funding is to be placed in a library depreciation fund or used for whatever purposes the Board of County Commissioners determines.

Per MCA 22-1-305 through 22-1-307 a library depreciation fund may be established for the uses described in Montana Code Annotated.

The Darby Community Public Library shall have custody of Library funds and will directly receive monies collected by the Treasurer of Ravalli County or any other agency or entity.

5. **OWNERSHIP AND DISPOSITION OF PROPERTY.** Per MCA 22-1-309 the property of the Library District, both Real and personal, will be owned by the Library Board of Trustees in the name of Ravalli County. Real Property consists of Lots 1, 2, 3, and 4, Block 13, Original Townsite of Darby and the Library Building located on those lots. Personal Property consists of the contents of the Library Building including, furniture, equipment, library materials, and similar property. The Library Board of Trustees shall be responsible for insurance, utilities, and maintenance for the building and personal property in accordance with Montana Law. The Library Board of Trustees has the authority outlined in MCA 22-1-309 (4), as the same may be amended from time to time, or its successor provision, which by this reference is incorporated herein.

The County agrees to lease the property to the board for \$1 for a period of 40 years.

6. **DURATION.** The duration of this agreement shall be perpetual. The Agreement may be terminated by notice of termination in writing, delivered between the parties and effective after a ninety-day period.

7. **CONDITIONS FOR EFFECT.** This Agreement made to ensure continuity of library services as established in previous Agreement by adoption of Multijurisdictional Service District as provided in MCA 7-1-1102 and 7-11-1112 shall become effective immediately.

TOWN OF DARBY

[Signature]
Town of Darby, Mayor

ATTEST:

[Signature]
Town of Darby, Town Clerk

RAVALLI COUNTY BOARD OF COMMISSIONERS

[Signature]
Dan Huls, County Commissioner, Chairman

[Signature]
Greg Chilcott, County Commissioner, Vice Chairman

[Signature]
Jeff Burrows, County Commissioner

ATTEST:

[Signature]
Regina Plettenburg, Clerk & Recorder

