

## **AMENDED INTER-LOCAL AGREEMENT**

This AGREEMENT, effective July 1, 2020, is entered into by and between the CITY OF GLASGOW, a municipal corporation of the State of Montana, herein called "CITY", and the COUNTY OF VALLEY, MONTANA, herein called "COUNTY".

### **Recitals**

1. WHEREAS CITY and COUNTY have heretofore operated a joint City-County Library in accordance with certain contracts and agreements between the parties. COUNTY also participates financially in the Gold Plains Library Federation; and
2. WHEREAS CITY owns the building housing the City-County Library and maintains property and casualty and liability insurance for the building and its contents; and
3. WHEREAS the voters of Valley County in the primary election held on June 2, 2020, approved a levy of 2 mills, per year upon the taxable property in the county to maintain adequate public library services for the Glasgow City-County Library which is effective for the fiscal years 2020-2021 through 2024-2025; and
4. WHEREAS CITY and COUNTY desire to restate their prior agreements and enter into an Amended Inter-Local Agreement in accordance with Montana Code Annotated (MCA) Title 7, Chapter 11, Part 1, and MCA Title 22, Chapter 1, Part 3 for the purpose of operating and maintaining a joint City-County Library.

## Agreement

CITY and COUNTY hereby agree to operate and maintain the Glasgow City-County Library, herein called "LIBRARY", in accordance with the following:

1. **DURATION:** This Agreement is entered into for the fiscal year 2020-2021, after which it will automatically be renewed from year to year on the same terms unless otherwise mutually amended in writing or as otherwise terminated as herein provided.
  
2. **SEPARATE LEGAL ENTITIES:** The operation of the LIBRARY is presently governed by a Board of Trustees, the precise organization, composition, and nature of which is set forth in Paragraph 3 of this Agreement pursuant to existing state law. It is not contemplated or intended by the parties that any separate legal entity, other than the previously established Board of Trustees, shall be created by this Agreement.
  
3. **PURPOSE:** The purpose of this Agreement is to provide a basis for cooperation between CITY AND COUNTY which will result in equitable Library service to all residents of Valley County, and to provide a means of funding the operation and maintenance of the Glasgow City-County Library pursuant to the laws of the State of Montana.
  
4. **FINANCING:**
  - a. The board of trustees shall submit its budget to the City Council and the County Commissioners. The budget will be submitted prior to the beginning of each fiscal year. The budget shall include both operation of the City-County Library and COUNTY's participatory share of the Golden Plains Library Federation. Whereas, the CITY and COUNTY must, in a timely manner, discuss and mutually agree to final CITY/COUNTY obligations to the revenue budget for the library. CITY and COUNTY are not sole sources of revenue for the operation of the library.

- b. The County shall contribute eighty percent (80%) of the mutually agreed upon total CITY/COUNTY obligation (Recitals 6) and CITY will contribute twenty percent (20%) of the obligation, subject to the limitations of MCA 15-10-401, et. Seq.
- c. For fiscal year 2020-2021, the City and County shall impose sufficient mills to generate the following dollar amounts for the LIBRARY budget:

County:	\$158,000 (General Fund)
	<u>\$ 63,320</u> (2021 Voted Levy)
	\$221,320 (Total)
 City	 \$ 39,500

- d. The City and County may impose a mill levy, in a subsequent fiscal year, sufficient to increase to the amount of the LIBRARY budget for inflation, pursuant to MCA 15-10-420. If an inflationary increase is made, the percentage increase will be the same for the City and the County so as to keep the respective funding shares of each at an 80-20 split.
- e. This agreement will be amended to comply with any statutory change enacted by the Montana Legislature for support of the libraries or for calculating the allowable mills for such support.
- f. The parties' respective shares of the budget shall be placed in a City-County Public Library Fund and shall not be used for any purpose except those authorized by the Board of Trustees for the LIBRARY services as provided by the laws of the State of Montana.
- g. The terms of this Agreement shall in no way prevent either party from providing additional funding to the LIBRARY from sources other than mill levies, i.e. revenue sharing or other grants or funds available to the parties. Contributions of this type are solely at the discretion of the CITY and COUNTY and shall not be computed in determining the operating costs of the LIBRARY.

5. **TERMINATION:** Either party to this Agreement may terminate the same by giving notice in writing of its intention, at least 60 days prior to the beginning of the next fiscal year. Termination shall be effective the last day of the fiscal year in which notice was properly given. In the event termination of this Agreement results in dissolution of the City-County Library, all property, materials and equipment acquired by the LIBRARY shall be divided equitably by the Board of Trustees, subject to the approval of the Glasgow City Council and the Board of County Commissioners of Valley County.
  
6. **ADMINISTRATION:** The Board of Trustees shall be composed of five (5) members, two (2) of whom shall be appointed by the Board of County Commissioners of Valley County, Montana; and three (3) of whom shall be appointed by the Mayor and the City Council of Glasgow, Montana. A LIBRARY trustee may be removed only by a majority vote of the appointing legislative body, and shall service in accordance with the following:
  - a. Trustee's term of office shall not exceed five (5) years.
  - b. Trustee shall serve no more than two (2) full terms in succession.
  - c. Trustee shall serve without compensation, but their actual and necessary expenses incurred in the performance of their official duties may be paid from LIBRARY funds.
  - d. Trustees shall meet and elect a Chairman and such other officers as they consider necessary for one (1) year terms.
  - e. The Board of Trustees shall have the powers and duties provided by MCA 22-1-309, the provisions of which by this reference are incorporated herein.

- f. The Board of Trustees shall have the powers and duties to hire and terminate employees of the library. The CITY will be responsible for the bookkeeping of the LIBRARY'S revenues and expenditures that have been approved by the Board of Trustees.
7. **APPLICATION OF LAW:** The Library Board of Trustees shall acquire, hold and dispose of real and personal property used in the operation and maintenance of the LIBRARY, and shall in general exercise such other powers necessary for the effective use and management of the LIBRARY, in accordance with applicable Montana Law.
8. **SEPARATE FUNDS:** It is understood that this Agreement relates only to the City-County portion of the LIBRARY'S operation; and that separate funds available to the LIBRARY, including but not limited to coal tax severance funds, LSCA funds, and private or public grants shall not be included in determining the City-County portion of the LIBRARY budget.
9. **RETIREMENT CONTRIBUTIONS:** The City shall be responsible for submitting reports and making retirement contributions pursuant to MCA 19-2-506. However, the required retirement contribution shall be paid from the LIBRARY budget.
10. **LEGAL BASIS:** This agreement is authorized by the provisions of Section 7-11-104, MCA, "Interlocal Agreements", and is made in accordance with Title 7, Chapter 11, Montana Code Annotated.
11. **EXECUTION AND DELIVERY OF COPIES:** Upon authorization and execution by the appropriate authorized of officials in accordance with Montana Law, copies of this Agreement shall be filed in the office of:
- a. The Clerk and Recorder of Valley County;
  - b. The Secretary of State

By: Rebecca Erickson  
Mayor, City of Glasgow

Date 10-26-2020

By: Anna Rose Sullivan  
Glasgow City Attorney

Date 10/23/2020

ATTEST:

By: Stacey A. Amundson  
Glasgow City Clerk-Treasurer

Date 10/22/2020

By: Paul Tweton  
Chairman, Valley County Commissioners

Date 10-21-20

By: Tracy J. Jensen  
Valley County Attorney

Date 10/14/20

ATTEST:

By: Tanya Aberg  
Valley County Clerk & Recorder

Date 10/21/20