

After Recording, Return to:  
Lori A. Harshbarger  
HARSHBARGER LAW FIRM  
P.O. Box 445  
Twin Bridges, MT 59754

### **INTERLOCAL AGREEMENT FOR TOWN LIBRARY**

THIS AGREEMENT is made and entered into effective the 17th day of June 2022 by and between the TWIN BRIDGES Library, by and through its Library Board, hereinafter referred to as “**The Library**” and the Town of Twin Bridges, Madison County, State of Montana, hereinafter referred to as “**The Town**”.

#### **WITNESSETH:**

WHEREAS, the Town and Library have agreed to enter into an agreement between themselves for maintaining and managing a public Library in the Town of Twin Bridges pursuant to the laws of the State of Montana;

WHEREAS, the parties agree that the interests of the residents of the Town of Twin Bridges will best be served by having a Library operated and available to the residents; and

WHEREAS the Town and Library desire to clarify the terms under which the Town and Library will manage and administer the Library operation, both parties wish to enter into an Interlocal Agreement in accordance with Montana Code Annotated (MCA), Title 7, Chapter 11, Part 1 as set forth below;

Now, THEREFORE, in consideration of the premises and the mutual obligations herein set forth, the parties agree as follows:

#### **1. TERM OF AGREEMENT**

The term of this Agreement shall be for one (1) year and shall commence on the 17th day of June, 2022 and shall continue until the 16th day of June, 2023. The Agreement

shall thereafter automatically renew on an annual basis and under the same terms until the Agreement is reviewed and amended by the parties or terminated.

## **2. LIBRARY TRUSTEE POWERS AND DUTIES**

The operation of the Library is presently governed by a Board of Trustees, comprised of the Library Director and Five (5) Members. The Mayor, with the advice and consent of Town council, shall appoint the board of trustees for the Town Library in accordance with Section 22-1-308, MCA. Trustees shall serve in accordance with the following:

- a) Trustee's term of office shall not exceed five (5) years. Initial appointments must be made for 1, 2, 3, 4 and 5-year terms. Annually thereafter, there must be appointed before July 1 of each year, in the same manner as the original appointments for a 5-year term, a Trustee to take the place of the retiring Trustee. Vacancies on the Board must be filled for the unexpired term in the same manner as original appointments.
- b) Trustees shall serve no more than two (2) full terms in succession.
- c) Trustees 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 as set forth in Section 22-1-309, MCA;
- f) Trustees must avoid situations in which personal interests might be served or financial benefits gained as a result of their position or access to privileged library information, for either themselves or others;
- g) Although it is not encouraged, in the event a Trustee is also a paid staff member of the Library, the Trustee must recuse him or herself in any decision that may be perceived as a conflict of interest;
- h) Removal of a Trustee shall be regulated and implemented by bylaws and procedures established by the Board of Trustees;
- i) As a tax-supported Library, the Board of Trustees must be aware of and ensure that all laws and regulations which relate to public libraries are properly followed. See *Montana Library Laws, Rules, and Public Library Standards* as a resource on laws specific to governing public libraries in Montana.

## **3. LIBRARY BUILDING**

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In accordance with the Deed to ownership of the Library building recorded with the Madison County Clerk and Recorder, Virginia City, Montana on September 16, 1983, in Book 295, Page 500, ownership of the building is vested in the Town with the restriction that the building is to be used as a Library pursuant to the provisions of section 22-1-309 MCA.

The Library shall not sublease or use the building for any use other than for Library purposes without advance approval of the Twin Bridges Town Council.

### **4. REPAIRS AND MAINTENANCE OF BUILDING**

#### **A. External Repairs**

Cosmetic repairs and/or betterments such as painting, are the Library's responsibility.

#### **B. Structural Repairs**

The Town will generally be responsible for the cost of structural repairs; however, any such expenditures must first be presented to and approved by the Town Council. The Library shall be responsible for the cost of any such structural repairs not first approved by the Town Council.

#### **C. Capital Improvements**

The Town will generally be responsible for the cost of capital improvements; however, any such expenditures must first be presented to and approved by the Town Council. The Library shall be responsible for the cost of any capital improvements not first approved by the Town Council.

#### **D. Internal Repairs or Modifications**

The Library is responsible for internal repairs or modifications done to the inside of the Library building that is occupied and used by the Library.

The Town is responsible for internal repairs or modifications done to the inside of the Library building that is occupied and used by the Town.

#### **E. Definitions**

- i) **"Property"** means the real property and any fencing, pavement and buildings or structures attached, affixed or on, thereto, by any means.
- ii) **"Repair"** shall mean to mend, remedy or restore the property to the condition in which it originally existed (at the conception of this Agreement) to a good state after decay, injury, dilapidation, or partial destruction.
- iii) **"Maintenance"** shall mean the upkeep or preservation of condition of the Property, including cost of ordinary repairs necessary and proper from



- time to time for that purpose.
- iv) **“Capital Improvement”** shall mean the improvement (outlay of funds) of the Property which extends the life or increases its productivity.
  - v.) **“Special Events”** does not include child book reading programs, book signings or any book sales event conducted by the Library in the Library building.

## **5. UTILITIES**

The Library is responsible for payment of utilities.

## **6. PERSONNEL**

### **A. Library Employees:**

Library employees are considered employees of the Town. The parties acknowledge and understand that as employees of the Town, all applicable Town policies shall apply including but not limited to the Town personnel policy. Worker's compensation, unemployment insurance, wage and hour as well as all applicable taxes for the employees will be paid out of the Library fund administered by the Town Clerk.

The Library Board shall be responsible for the day-to-day supervision and hiring and firing of the Library Director as well as Library employees, in coordination with the Library Director, subject to the limitations set forth herein.

The Library Board and Library Director shall follow Town personnel policies and procedures for hiring and appointment and shall use the Town Human Resources Guide to ensure compliance with the legalities of the hiring process and the Town protocol. The Library Board and Library Director shall follow Town policy and procedures for supervision, handling grievances, discipline and/or termination. The Library Director and/or Library Board shall confer with the Mayor during a grievance or termination process. The Mayor at his or her discretion, may contact the Town's insurance coverage provider and/or Town Attorney for guidance and will report back to the Library Director and/or Library Board on appropriate action. The Library Director and Library Board agree to follow the recommendations of the coverage provider and/or Town Attorney. If there is a disagreement about the handling of a personnel management issue, the Town, Library Board, and Library Director agree to follow the recommendation of the Town Attorney. All parties agree to act in good faith and in the best interests of the Library and citizens of the Town in resolving any disagreements.

The Library must notify the Town of any change in status of any/all Library employees. This notification must be completed in a timely manner so that required timelines/deadlines can be met for completion of forms and notification of appropriate agencies.

### **B. Payroll**

Library employees will be paid by the Town Clerk out of the Library Fund on the same day of the month as other Town personnel, currently bi-weekly. The Library

shall provide the Town Clerk with original signed time records on or before the Saturday prior to payroll processing. All records provided to the Town Clerk shall first have been approved by the Library Board and shall bear the signature of the Library Board or the Library Director indicating such approval.

**C. Vacation and Sick Leave**

Library employee sick leave and vacation leave shall be paid by the Town Clerk out of the Library Fund. As recommended by the Town Auditor, the Library shall establish a vacation and sick leave reserve fund equivalent to the maximum possible amount of payout.

**D. Qualification for Health Insurance Benefits**

Library employees shall be covered for health insurance under the same benefit structure and qualifications as other Town employees; however, payment for said premiums shall be paid by the Town Clerk out of the Library Fund.

**E. Worker's Compensation**

Library employees are covered under the Town Worker's Compensation policy. Payment for said premiums shall be paid by the Town Clerk out of the Library Fund.

**F. Retirement Contributions**

Pursuant to Section 19-2-506, MCA, the Town shall be responsible for reports and payment of retirement system contributions for the Library and its employees out of the Library Fund.

**7. REPORTS**

The Town Clerk shall prepare and submit to the Library monthly financial reports for the Library. Upon receipt of the Library cash report, if the same is in a negative balance, the Library shall deposit funds to bring the cash account to an adequate balance within thirty (30) days of receipt of the report.

**8. INSURANCE**

**A. Property and Liability Insurance**

The Town will provide liability and property coverage for the library.

**B. Special Event Coverage**

If a special event is held at the Library, the Library shall see that the person or entity hosting the event obtains special event insurance coverage for the same with limits no less than \$1,500,000/occurrence and shall name the Town as an additional insured.

A special event is defined as any event that is outside the normal scope of library operation or functions.

The person or entity that will be hosting the event shall purchase such coverage and provide a certificate of insurance demonstrating the coverage and additional insured status of the town.



## **9. LIBRARY EXPENSES**

The Town Clerk shall be responsible for payment of all Library expenses out of the Library Fund. The Library Director shall approve of and submit bills to be paid to the Town Clerk at least one (1) week in advance of the monthly Town Council meeting so that the Town can approve the same.

Payroll shall be paid by the Town Clerk after he/she has received Library employee time sheets that have been authorized by the appropriate Library representative. In the event the payroll has not been authorized by the Library and provided to the Town Clerk at least one day in advance of issuing the check(s), the unauthorized payroll will not be paid.

Certain bills do not require Library authorization in advance of payment. Those bills not requiring approval are: telephone bill, utilities, health insurance and worker's compensation insurance associated with payroll.

Also, in the event the Library has not approved the payment of liability insurance in a timely manner and the premium is due, the Town Clerk shall pay the premium without Library authorization.

## **10. ATTENDANCE AT MEETINGS**

A representative of the Library may attend the monthly meeting of the governing body of the Town and, when in attendance, shall present a Library report at the same. If requested by the Town, the Library representative shall also attend any special meeting concerns the Library operation or building.

## **11. DISCONTINUANCE OF LIBRARY**

The Library Board has authority to sell, exchange or otherwise dispose of property that is no longer required by the library; however, the proceeds from the same shall be deposited with the Town and designated for the Library Fund.

If at any time the library of Twin Bridges is dissolved/discontinued, the Town shall receive the proceeds from the sale of any and all personal property from the Library. The building and fixtures will remain the Town's property.

## **12. ACCOUNTING**

The Library shall comply with the Town Accounting Policies and Procedures that are in effect and as may be amended. The Town shall provide the Library a copy of the same, as well as any amendments thereto

## **13. NOTICE**

All notices required to be given under this Agreement shall be in writing and shall be deemed to have been properly given when either (i) delivered personally with written acknowledgment of receipt, (ii) sent via facsimile or electronic transmission with printed confirmation of successful transmission showing the time and date of transmission, or (iii) sent by USPS Certified Mail, return receipt requested, adequate postage prepaid, to a party at the address specified for that party herein, or to that party's agent or attorney at their regular place of business. Notice given to a party's agent or attorney shall be

effective as notice given to the party personally. The date of delivery, facsimile or electronic transmission, or mailing shall be deemed to be the date of giving such notice.

**Notice shall be provided to the Library to:**

Twin Bridges Library Board  
P.O. Box 246  
Twin Bridges, MT 59754

**Notice shall be provided to the Town to:**

Town of Twin Bridges  
Attn: Mayor  
P.O. Box 307  
Twin Bridges, MT 59754

**14. FACSIMILE/ELECTRONIC SIGNATURE:**

The parties agree that a facsimile or electronic copy of this Agreement which contains the parties' signatures may be used as the original.

**15. FILING OF AGREEMENT**

This agreement shall be filed with the County Clerk and Recorder and the Montana Secretary of State as provided in Section 7-11-107 MCA.

**TWIN BRIDGES Library**

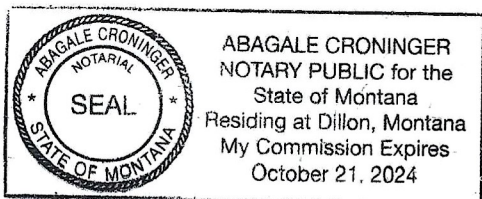
By: Deidra Murray  
Deidra Murray, Board Vice Chairman

STATE OF MONTANA )

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COUNTY of Madison )

On this 23rd day of June, 2022, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Deidra Murray known to me to be the person whose name is subscribed to the within instrument, and acknowledge to me that he/she executed the same by and on behalf of the Twin Bridges Library.



Abagale Croninger  
Notary Public for the State of Montana  
Printed Name: Abagale Croninger

TOWN OF TWIN BRIDGES

BY: \_\_\_\_\_

Patricia Hayes, Mayor

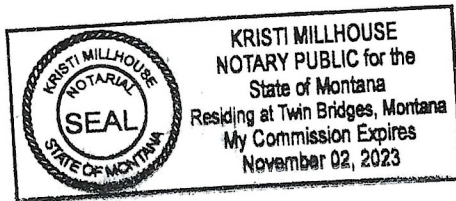
STATE OF MONTANA )

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COUNTY of Madison )

On this 14 day of June, 2022, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Patricia Hayes, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same by and on behalf of the Town of Twin Bridges in her capacity as Mayor.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first written.



Kristi M. Millhouse  
Notary Public for the State of Montana  
Printed Name: Kristi M. Millhouse