

RESOLUTION NO. 2760

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING CITY MANAGER TO ENTER INTO AGREEMENT WITH PARK COUNTY FOR OPERATION AND FUNDING OF CITY-COUNTY LIBRARY.

WHEREAS, the City of Livingston and the County of Park have entered into an agreement for the operation of the City-County Library; and

WHEREAS, the City and County have mutually agreed to amend said agreement as set forth in the attached agreement as Exhibit A which correctly sets forth the obligations of both the City and County for the continued operation of the City-County Library.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Livingston, Montana, as follows:

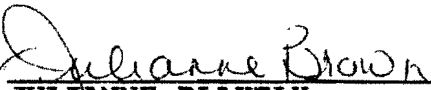
That the City Manager is authorized to sign on behalf of the City of Livingston the original Joint City-County Library Agreement, a copy of which is attached hereto as Exhibit A and incorporated by this reference as though fully set forth herein.

PASSED AND ADOPTED by the City Council of the City of Livingston, this 21st day of January, 1997.



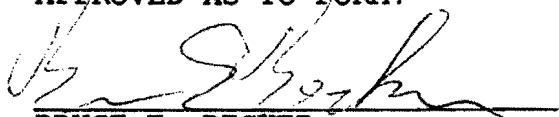
PAT MIKESELL - Mayor

ATTEST:



JULIANNE BLAKELY
Recording Secretary

APPROVED AS TO FORM:



BRUCE E. BECKER
City Attorney

JOINT CITY-COUNTY PUBLIC LIBRARY AGREEMENT

Agreement entered into this _____ day of _____, 1997, by and between the County of Park, a political subdivision of the State of Montana, hereinafter referred to as the County and the City of Livingston, a municipal corporation and political subdivision of the State of Montana, hereinafter referred to as the City.

RECITALS

WHEREAS, the City and County jointly maintain a public library located in the City under an Agreement entered into as authorized by 22-1-316 Montana Code Annotated (MCA);

AND WHEREAS, the parties hereto have jointly been engaged in discussions concerning the future of the public library;

AND WHEREAS, the parties agree that the interests of the citizens would best be served by modifying the existing agreement according to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions contained herein and in the original agreement, the parties hereby enter into the following agreement:

1. BOARD OF TRUSTEES. The joint City-County public library shall continue to be known as the Livingston-Park County Public Library. The principal building and facilities for the public library shall continue to be located within the City of Livingston. The operation of the public library shall be governed by a Board of Trustees of five (5) members who shall be appointed and hold offices in the manner and for the terms described herein.

The City Council shall appoint two (2) residents of the City who shall serve for a term of five (5) years. The County Commissioners shall appoint two (2) residents of the County who shall serve for a term of five (5) years. The four (4) trustees so appointed will appoint the fifth member who shall serve for a term of two (2) years. No trustee shall serve more than two full terms in succession. All terms of office will begin on July 1 and end on June 30 of the appropriate year. The staggered terms of

the trustees as initially established shall continue.

2. VACANCIES AND SALARY OF BOARD. Vacancies on the Board of Trustees for unexpired terms shall be filled as soon as possible in the manner in which members of the Board are regularly chosen. A trustee shall not receive a salary or other compensation for services as a trustee, but necessary expenses of the trustees actually incurred shall be paid from the library fund. A trustee may be removed for cause by vote of the City Council or County Commission, depending upon which of those bodies appointed the trustee for a particular term.

3. POWERS OF THE BOARD OF TRUSTEES. The Board of Trustees shall have the powers and duties set forth in Title 22, Chapter 1, Part 3 of the Montana Code Annotated, which by this reference is incorporated herein. The Board shall select one of its members as chairman, and such other officers as they deem necessary, for a one-year term.

The Library Director shall attend all Board meetings and shall be Secretary to the Board of Trustees.

All employees of the library shall be hired and discharged by the Board of Trustees and shall be employees of the City-County Library Board.

The City Attorney shall be the legal advisor for the Board.

4. FINANCING THE LIBRARY. The Board of Trustees shall prepare the annual budget, indicating what support and maintenance of the public library will be required from public funds, for submission to the governing bodies. A separate budget request shall be submitted for new construction or for capital improvement of existing library property. The budget shall not, however, exceed the limit that could be raised by a tax levy as established by State law for a city-county library (22-1-301 MCA et seq.) as constrained by I-105 (15-10-401 MCA et seq.), unless approved by qualified electors as provided by law.

For FY 1996-1997, the City will levy 7 mills on the dollar and the county will fund its portion of the annual budget of the library by an amount equivalent to the amount a 2.5 mill levy on city and county property would produce. For FY 1996-1997, any additional funds requested by the Library in excess of the mill levy and approved by the respective governing bodies of the City and County will be shared equally by the parties. The City of Livingston shall have custody of the funds of the joint City-County Library which funds will be kept in a specially designated library fund. Funds raised by the levy will be transferred to the City library fund as they become available. Funds which are

approved by the governing bodies, over and above the levy, will be transferred by the City and County at least quarterly, at the beginning of each quarter.

It is anticipated by the parties that for FY 1997-1998, and thereafter, the library will be solely funded from tax revenues by the City continuing to levy up to 7 mills on the dollar and the County funding an amount equivalent to the amount a 2.5 mill levy on city and county property would produce. The library board may request a higher mill levy by requesting that the Board of County Commissioners submit such matter to the voters for approval. However, in the event said mill levy does not pass, then the county will continue to fund an amount equivalent to the amount a 2.5 mill levy on all property in the city and county would produce.

The Board of Trustees shall review and approve all bills submitted for the operation of the Library and the bills may then be paid from the Special City-County Library Fund.

5. OWNERSHIP AND DISPOSITION OF PROPERTY. All real or personal property acquired during this Agreement for library purposes shall be held and owned by the City and County as tenants in common with the City holding 50% interest and the County holding 50% interest. Should the parties mutually agree to terminate this Agreement, all property, both real and personal, acquired during joint operation of the City County Library shall be sold and the proceeds applied to the indebtedness incurred by the City and 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.

All property acquired after the establishment of the City - County Library shall be stamped or otherwise marked "City-County Library."

Should either party to this Agreement give the other notice of its intention to terminate this Agreement, the other party shall have the option of operating the Library and shall receive full title to all property, real or personal used for library purposes under control of the Board of Trustees of the Library.

All real and personal property owned by the City prior to the joint operation of the library shall remain City property.

Old library books may be sold on behalf of the Board by the Friends of the Library at their annual Friends of the Library Book Sale with the understanding that the proceeds from said book

sales belong to the public library.

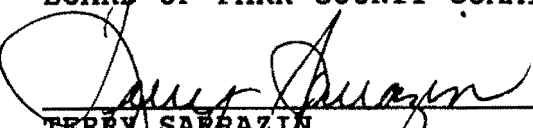
6. DURATION. The term of this Agreement shall be for a period of five (5) years. Thereafter, the agreement shall automatically be renewed for additional periods of five (5) years unless either party gives the other party written notice of a desire not to renew the Agreement at least four (4) months prior to the end of any term.

7. SUPERSEDING EFFECT AND MODIFICATION. This Agreement supersedes all prior oral negotiations and agreements of the parties. Any modification of this Agreement shall be in writing.

8. TIME OF ESSENCE AND BINDING EFFECT. Time shall be of the essence of this Agreement. This Agreement shall be binding upon the successors of all parties.

IN WITNESS WHEREOF, the Parties have cause this instrument to be executed by their respective officers, the day and year first above written.


BOARD OF PARK COUNTY COMMISSIONERS


TERRY SARRAZIN

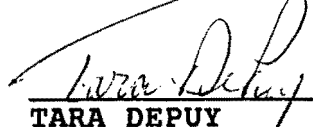

JIM HUNT


DAN GUTEBIER

ATTEST:


DENISE NELSON
Clerk and Recorder

APPROVED AS TO FORM:

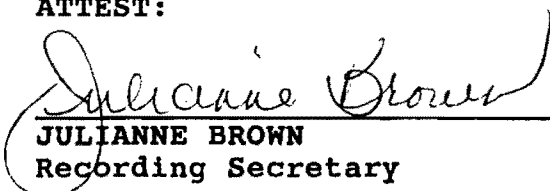

TARA DEPUY
Park County Attorney

CITY OF LIVINGSTON

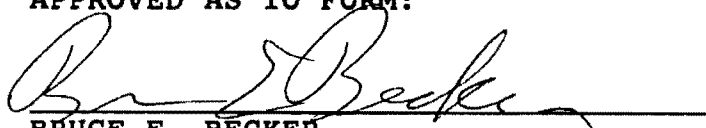
BY


STEVE GOLNAR, City Manager

ATTEST:


JULIANNE BROWN
Recording Secretary

APPROVED AS TO FORM:


BRUCE E. BECKER
Livingston City Attorney