

INTER-LOCAL AGREEMENT

This AGREEMENT, effective October 28th, 2014, is entered into by and between the TOWN OF CASCADE a municipal corporation of the State of Montana, herein after called the "TOWN", and the COUNTY OF CASCADE MONTANA, herein called the "COUNTY".

Recitals

WHEREAS the TOWN and COUNTY have cooperated in operation of a public library in the Town of Cascade since at least 1943; and

WHEREAS the TOWN and COUNTY desire to clarify the terms under which the TOWN and COUNTY 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, and MCA Title 22, Chapter 1, Part 3 for the purpose of operation and maintaining a joint TOWN-COUNTY Library.

Agreement

The TOWN and COUNTY hereby agree to operate and maintain the Cascade TOWN-COUNTY Library, herein called "LIBRARY", in accordance with the following:

1. **DURATION:** This Agreement is entered into for the fiscal year 2014-2015 after which it will be automatically renewed each 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 8 of this Agreement and must comply with MCA Sections 22-1-309 and 22-1-317. 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 the TOWN and COUNTY which will result in equitable and free library services to all residents of Cascade County, Montana, and to provide a means of funding and administering the operation and maintenance of the LIBRARY pursuant to the laws of the State of Montana.
4. **FINANCING:**
 - (a) The LIBRARY Board of Trustees ("Board of Trustees") shall submit its budget to the Town Council and the County Commission. The budget shall include both operation of the TOWN-COUNTY LIBRARY and COUNTY'S participatory share. The budget will be submitted prior to the beginning of each fiscal year and in sufficient time for such Commission to include the recommended budget in their annual budget considerations;

-
- (b) The COUNTY shall provide approximately \$13,000 annually for collections and for purposes of maintaining the collections, subject to availability of funds;
- (c) Pursuant to MCA Section 22-1-316(3), the TOWN and COUNTY may impose a mill levy sufficient to increase the amount of the LIBRARY budget for inflation, pursuant to MCA Section 15-10-420;
- (d) This Agreement will be amended to comply with any statutory change enacted by the Montana Legislature for support of libraries;
- (e) The COUNTY'S share of the budget shall be paid to the TOWN'S treasurer for deposit in the TOWN-COUNTY LIBRARY fund and shall not be used for any purpose except those authorized by the Board of Trustees for LIBRARY operations, administration, and services as provided by the laws of the State of Montana;
- (f) 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. Apart from funds provided by the Wedsworth Trust, contributions of this type are solely at the discretion of TOWN and COUNTY and shall not be computed in determining the operation costs of the LIBRARY;
- (g) The Wedsworth Trust funds will only be expended according to the terms of that Trust. The TOWN will be responsible for management and use of all funds derived from the Trust;
- (h) All public funds for the LIBRARY will be managed by the TOWN. The LIBRARY shall use the TOWN'S tax identification number and the TOWN shall continue to include the LIBRARY in its yearly audits; and
- (g) The Board of Trustees may establish a library depreciation reserve fund as provided for in MCA Sections 22-1-305 – 22-1-307.
5. **EMPLOYEE(S):** The parties agree that the Chief Librarian shall be a COUNTY employee who will be supervised by the LIBRARY Board of Trustees. The Chief Librarian shall not be considered an employee of the TOWN. The COUNTY assumes the cost of the Chief Librarian's salary and benefits.

The parties acknowledge and understand that provisions of law, including workers' compensation, unemployment insurance, wage and hour as well as all applicable taxes for the Chief Librarian are the responsibility of the COUNTY.

The COUNTY agrees that it will cover any volunteers that work at the LIBRARY with workers' compensation insurance.

-
6. **BUILDING:** The TOWN agrees to provide day-to-day maintenance and general repair for the LIBRARY building.
 7. **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 TOWN-COUNTY LIBRARY, the original collection donated to the LIBRARY by the Wedsworth Trust shall be returned to the Wedsworth Trust. The remainder of the collection shall be returned to the COUNTY and all other property, material and equipment acquired by the LIBRARY shall be divided equitably by the Board of Trustees, subject to the approval of the Cascade Town Council and the Board of County Commissioners of Cascade County.
 8. **ADMINISTRATION:** The Board of Trustees shall be composed of five (5) members, four (4) trustees and the Mayor of the TOWN as specified by the Wedsworth Trust. Two (2) trustees shall be appointed by the Board of County Commissioners of Cascade County, Montana and two (2) trustees of whom shall be appointed by the Mayor and the Cascade Town Council. A trustee may be removed only by a majority vote of the appointing legislative body, and shall serve in accordance with the following:
 - (a) Trustee's terms of office shall not exceed five (5) years. Initial appointments must be made for 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 in the board must be filled for the unexpired term in the same manner as original appointments;
 - (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 Section 22-1-309, the provisions of which by this reference are incorporated herein; and
 - (f) As a tax-supported public 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.

9. **INSURANCE:**

- (a) Board of Trustee members: The TOWN will provide liability protection for the Board of Trustees as a whole. The COUNTY will provide liability protection for COUNTY appointed individual board members in accordance with the requirements and limitations of the Montana Tort Claims Act and the TOWN will provide liability protection for the TOWN appointed individual board members, in accordance with the requirements and limitations of the Montana Tort Claims Act;
- (b) COUNTY: The COUNTY shall provide general and comprehensive liability coverage for any of its obligations under this Agreement. Specifically, the COUNTY shall provide liability protection and workers compensation protection for the Chief Librarian and any volunteers in accordance with the requirements and limitations of the Montana Tort Claims Act. Furthermore, any part of the collections of the LIBRARY which the COUNTY claims ownership of, the COUNTY shall provide insurance over; and
- (c) TOWN: The TOWN shall provide general and comprehensive liability coverage for any of its obligations under this Agreement. Specifically, the TOWN shall provide and maintain the physical space for the LIBRARY and shall provide comprehensive property and liability insurance for the building. The TOWN shall also insure the contents of the LIBRARY, as to the content's replacement value. Once the LIBRARY addition is deeded over to the TOWN, the TOWN will also provide and maintain comprehensive property and liability insurance for the LIBRARY addition.

10. **HOLD HARMLESS:** The TOWN and COUNTY agree to a mutual indemnification in which each party will indemnify the other for the negligent acts of its employees, agents and/or subcontractors. Each party shall indemnify, hold harmless and defend the other party, at that party's own expense, against any and all claims made for any accident, injury, or damage that occurs in, on, or about the LIBRARY that is caused by an act or omission of that party's employee, agent and/or subcontractors.

The COUNTY further agrees to accept all liability and agrees to indemnify, hold harmless, and defend the TOWN, its employees, agents and/or subcontractors for the actions of the Chief Librarian when the Chief Librarian is in the LIBRARY whether during or after regular business hours.

11. **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, administration, and management of the LIBRARY, in accordance with applicable Montana Law

12. **SEPARATE FUNDS:** It is understood that this Agreement relates only to the TOWN and COUNTY'S portion of the LIBRARY'S operation; and that separate funds available to the

LIBRARY, including but not limited to coal tax severance funds, LSTA funds, and private or public grants shall not be included in determining the TOWN and COUNTY'S portion of the LIBRARY budget.

13. **LEGAL BASIS:** This Agreement is authorized by the provisions of MCA Section 7-11-104, "Interlocal Agreements."
14. **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 filled in the office of:
 - (a) The Clerk and Recorder of Cascade County; and
 - (b) The Secretary of State.

DATE this 20th day of October, 2014.

TOWN OF CASCADE, a Municipal Corporation

By: William R. Peters
Mayor

Jane Campbell
Town of Cascade Clerk

DATE this 20th day of October, 2014.

COUNTY OF CASCADE, MONTANA

By: Bill Saline
Chairman of the Board of County
Commissioners

By: [Signature]
Cascade County Clerk & Recorder

QUIT CLAIM DEED

For Value Received, WEDSWORTH MEMORIAL LIBRARY, the Grantor, does hereby quit claim unto TOWN OF CASCADE, P O Box 414, Cascade, MT 59421, the Grantee, the following described premises in Cascade County, Montana:

Lot 10, Block 2, Townsite of the Town of CASCADE, Cascade County, Montana, according to the official map or plat thereof, on file and of record in the office of the Clerk and Recorder of said County.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, the Grantee's successors and assigns forever.

Dated: September 26th, 2014

WEDSWORTH MEMORIAL LIBRARY

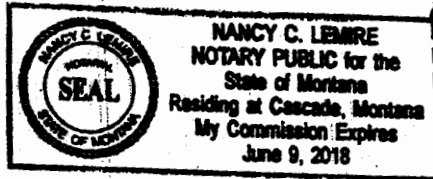
By: [Signature]
KAREN STOCK, Chairperson

By: [Signature]
WILLIAM R. PETERSON, Mayor of Cascade

STATE OF MONTANA)
County of Cascade)

On this 26 day of September, 2014, before me, the undersigned, a Notary Public for the above state, personally appeared KAREN STOCK, known to me to be the Chairperson and WILLIAM R. PETERSON, Mayor of Cascade, whose names are subscribed to the within instrument, and acknowledged to me that they executed the same on behalf of WEDSWORTH MEMORIAL LIBRARY.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official Seal the day and year in this certificate above written.



[Signature]
Notary Public for the State of MT
Residing at GREAT FALLS CASCADE
My Commission expires

RESOLUTION 2014-13

A RESOLUTION TO AUTHORIZE THE USE OF THE BUILDING LOCATED AT 13 FRONT STREET NORTH IN CASCADE, MONTANA, TO INCLUDE THE NEW ADDITION RECENTLY DEEDED TO THE TOWN OF CASCADE.

WHEREAS, the Town of Cascade has agreed to allow the Wedsworth Memorial Library to utilize a portion of the building at 13 Front Street North for library purposes only. In conjunction with the Interlocal Agreement between the Town of Cascade and Cascade County in regards to Wedsworth Memorial Library, no rent will be charged while under this agreement.

THEREFORE, BE IT RESOLVED that the Council for the Town of Cascade shall authorize the use of the building located at 13 Front Street North in Cascade, Montana for library purposes effective immediately.

Signed:

William R. Peterson

Name:

William R. Peterson

Title:

Mayor

Date:

Oct. 28 2014

Attested:

Jodie A. Campbell

Name:

Jodie A. Campbell

Title:

Clerk