

INTERLOCAL AGREEMENT BETWEEN THE CITY OF MISSOULA AND THE COUNTY OF  
MISSOULA TO COOPERATE IN THE PROVISION OF LIBRARY SERVICES TO THE  
RESIDENTS OF MISSOULA

WHEREAS, the City and County of Missoula are both authorized by law to provide public libraries; and

WHEREAS, Sections 7-11-101 through 108, M.C.A., authorize local governments to enter into interlocal agreements to jointly provide services that each are authorized to provide; and

WHEREAS, the interlocal agreement method provides a more suitable and efficient mechanism for the joint provision of library services than the provision of Part 3, Chapter 1, Title 22

WHEREAS, the purpose of this Agreement is to provide a basis for cooperation between the City and County of Missoula which will result in equitable library service to all residents of Missoula County; and

WHEREAS, the City and County of Missoula are desirous of entering into a contract whereby library services continue to be provided from a central facility located within Missoula and operated through the joint efforts and authority of both parties, and

WHEREAS, the City and County of Missoula have agreed to furnish funds and revenues to assist in the operation of the joint City-County Library pursuant to the laws of the State of Montana;

NOW, THEREFORE, in consideration of the execution of this Agreement and the mutual covenants hereinafter expressed, the parties join in establishing and maintaining a joint City-County Library under the terms, conditions and covenants herein contained and it is mutually agreed as follows:

I. City-County Library of Missoula.

As hereinafter provided, the City and County of Missoula agree to support the functions of the joint City-County Library within the County of Missoula, and agree to provide the services of the public library to all residents of the County of Missoula. The joint City-County Library shall be known as the City-County Library of Missoula.

II. Board of Trustees.

(1) The Board of Trustees shall be composed of five (5) members appointed as follows:

a. Two members residing within the City shall be appointed by the Mayor, with the advice and consent of the City Council.

b. Three members shall be appointed by the Board of County Commissioners.

(2) Terms:

a. Trustees shall hold their offices for three years from the date of appointment and shall serve until their successors have qualified. All terms shall expire on December 31. Before January 1st of each year a trustee shall be appointed to replace the retiring trustee.

b. Initial appointments pursuant to this Agreement shall be staggered such that one City appointee shall be appointed for three years and one for two years; one County appointee shall be appointed for one year, one shall be appointed for two years and one shall be appointed for three years.

c. All vacancies, whether by resignation, expiration of term, removal for cause, or otherwise, shall be filled by appointment by the County Commissioners or the Mayor, depending on which agency appointed the trustee whose position becomes vacant.

d. Trustees shall serve no more than two full terms of three years in succession. However, trustees who have served more than five (5) years prior to the effective date of this agreement shall serve no more than one 3 year term under this agreement.

III. Duties and Responsibilities of the Library Board of Trustees.

(1) The Library Board of Trustees shall be the policy-making body of the library having control over expenditures of the public library fund, of construction or lease of library buildings, and of the operations and care of the library.

(2) The Library Board shall appoint and set the compensation, subject to the budgetary authority of the City and the County, of the Library Director (Chief Librarian) and shall hear grievances from library employees. The Library Director shall hire and fire other employees of the Library in accordance with the County Personnel Plan.

(3) The Library Board shall prescribe the duties and responsibilities of the Library Director and other employees.

(4) The Library Board shall adopt bylaws and rules not inconsistent with State law for its own transaction of business and for the governance of the Library, including the days, time and number of regular meetings of the Board. The Board shall select a chairman and vice-chairman to serve one (1) year terms which may be consecutive and unlimited in number.

(5) The Library board shall prepare an annual budget for submission to the governing bodies which are party to this Agreement.

(6) The Library Board shall have the power to contract, receive or deliver library services, to acquire and hold land and to accept gifts, grants, donations or bequests consistent with state law.

(7) The Library Board shall, at the end of each fiscal year, make and render to the City and County a complete statistical and financial report of the operation of the Library.

(8) a. The board of trustees shall oversee the development of additional funding sources to supplement City-County appropriations.

b. The Library Board is encouraged to continue its present policies of accepting volunteer help in the operation of the Library, and is encouraged to accept and solicit gifts to assist in library operations and capital improvements.

c. A report on funding from such other sources including gifts shall be included in the library's budget presentation.

#### IV. Budget and Finance

The City and County agree to fund the library budget on the following basis:

(1) Missoula County agrees to support the library to the best of its ability and therefore agrees to contribute an amount up to the sum collected from the maximum mill levy allowed by law. The County may supplement the countywide mill levy for libraries from other sources if it determines that additional funds are necessary. The City agrees to contribute an amount determined annually by the City Council to be a necessary or desirable supplement to the countywide mill levy. There is no obligation on the part of the City to appropriate any amount in addition to the amount raised by the Countywide mill levy.

(2) Funds may be placed in a library depreciation reserve fund for acquisition and replacement of property, equipment and improvements necessary to maintain and improve library services. This fund may be expended, invested and held in accordance with MCA 22-1-305 to 22-1-307, 1981.

(3) A category of special budget requests funded by sources of revenue other than local taxes may be considered for projects such as capital improvements, long-term funding commitments or special one-time allocations. These will be reviewed and must be approved by both the City

and County for inclusion in the Budget.

(4) The County agrees to act as fiscal agent and to supply administrative services to the City-County Library, including personnel support, services for compliance with Federal and State law, contract negotiation and administration, recruiting and recordkeeping, payroll and accounting, legal counsel and other administrative support activities necessary to the continued operation of the Library.

#### V. Transition

In order to effect a smooth transition, the following steps shall be observed:

(1) Within five days from the date both governing bodies have adopted and executed this Agreement, the County Attorney shall forward this Agreement to the Attorney General of the State of Montana for his approval, pursuant to MCA 7-11-106, 1981.

(2) The administrations of the City and the County shall establish an appropriate procedure to transfer employees and management responsibilities.

(3) On or before March 1, 1983 a new Library Board shall be appointed pursuant to this Agreement. The terms of current board members shall expire upon the effective date of this agreement and when appointing members to the new board, both governing bodies shall automatically consider members of the current board for reappointment.

(4) For the remainder of Fiscal Year 1983, the budget for the City-County Library shall be the Budget as fixed and adopted by the Missoula City Council. This adopted budget shall act as authority for the county to spend funds appropriated for library purposes.

#### VI. Effective Date, Duration, Dissolution.

(1) This agreement shall be submitted to the Attorney General of the State of Montana, following the adoption by both governing bodies, the City and County of Missoula. It shall become effective on March 1st, 1983. It shall remain in effect until termination by either party pursuant to the termination provisions set forth herein. This agreement may be amended from time to time by mutual agreement of the City and County.

(2) Either party may terminate this agreement by action of the governing body and upon the giving of at least ninety (90) days notice in

writing to the other governing body. The termination shall become effective at the beginning of the next fiscal year.

(3) In the event this agreement is dissolved, the furniture, equipment, monies and other assets acquired prior its effective date shall be returned to each unit of government on an equal basis. Assets acquired after the effective date of this agreement shall be divided on a pro-rata basis according to proportion of contributions to the annual library budgets. In no event shall assets of the City-County library be used for non-library purposes unless express permission is granted by both governing bodies. All real property shall likewise be distributed and re-assigned for library purposes unless there is an express agreement to the contrary.

Employees retained by either a County or City Library shall retain all rights and benefits as accrued while employed under this agreement.

Dated this 17<sup>th</sup> day of January, 1983.

CITY OF MISSOULA, By:

Bill Cregg

Bill Cregg, Mayor

Bill m. Potts

Bill Potts, President,

City Council

ATTEST:

Marilynn Arnold

Marilynn Arnold, City Clerk

APPROVED AS TO FORM & CONTENT:

Mae Nan Ellingson

Mae Nan Ellingson

Deputy City Attorney

COUNTY OF MISSOULA, By:

BOARD OF COUNTY COMMISSIONERS

Barbara Evans

Barbara Evans, Chairman

Bob Palmer

Bob Palmer, Commissioner

Ann Mary Dussault

Ann Mary Dussault, Commissioner

ATTEST: Fern Hart

Wendy Ross Cromwell, Deputy

Fern Hart, Clerk & Recorder

APPROVED AS TO FORM & CONTENT:

Michael W. Sehestedt

Michael W. Sehestedt,

Deputy County Attorney

SIGNED BY THE BOARD OF COUNTY COMMISSIONERS, THIS 18th DAY OF January, 1983.

APPROVED

The foregoing Interlocal Agreement has been reviewed and determined to be in proper form and compatible with the laws of the State of Montana.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 1982

\_\_\_\_\_  
Attorney General, State of Montana

FILED:

Missoula County Clerk & Recorder this 20<sup>th</sup> day of February, 1983

FERN HART, Missoula County Clerk

By [Signature]  
FERN HART, Clerk & DEPUTY Recorder

SEAL:

Secretary of State, State of Montana, the \_\_\_\_\_ day of \_\_\_\_\_, 1982

\_\_\_\_\_  
Secretary of State

SEAL:

MONTANA DEPARTMENT OF JUSTICE  
February 15, 1983  
APPROVED TO FORM

Mike Greely

Attorney General

By Judy Browning Assistant

8302665

I received and filed this instrument for record on the 22 day of Feb, 1983, at 11:48 o'clock A.M.  
and it is recorded in Vol. 184, on Page 228, Micro Records of the County of Missoula, State of  
Montana. Witness my hand, Fern Hart, County Recorder. By [Signature] Deputy.  
Doc. ca Fee — Pd. — Return: ca File

83 FEB 22 AM 11 18

7/22/85

BOOK 227 PAGE 0223

AMENDMENT  
TO  
INTERLOCAL AGREEMENT BETWEEN THE CITY OF MISSOULA AND  
THE COUNTY OF MISSOULA TO COOPERATE IN THE PROVISION  
OF LIBRARY SERVICES TO THE RESIDENTS OF MISSOULA

The City of Missoula and the County of Missoula hereby adopt the following Amendment to their Interlocal Agreement on Library Services dated January 17, 1983, approved by the Attorney General on July 24, 1984, and recorded at Book 209, Page 1531, Micro Records of Missoula County:

I.

Paragraph (1) of Article IV, "Budget and Finance" is amended to read:

(1) Missoula County agrees to support the Library and therefore agrees to contribute an amount which the County deems adequate but which does not exceed the sum collected from the maximum mill levy allowed by law. There is no obligation on the part of the City to appropriate any amount in addition to the amount raised by the County-wide mill levy. It is agreed that the County-wide mill levy shall be the only City and County tax contribution to the Library, exclusive of any other levy to service authorized bonded indebtedness. However, the County and City may supplement the County-wide mill levy from other sources if either in its sole discretion determines that additional funds are necessary.

II.

EFFECTIVE DATE

This Agreement shall be effective on the date of adoption by the City Council of the City of Missoula and the County Commissioners of the County of Missoula. Within seven (7) days of the adoption by both governing bodies, this Agreement shall be submitted to the Attorney General for approval.

DATED, this 22<sup>nd</sup> day of July, 1985.

AMENDMENT TO LIBRARY INTERLOCAL AGREEMENT  
PAGE TWO

CITY OF MISSOULA, BY:

*John H. Toole*  
-----  
John H. Toole, Mayor

COUNTY OF MISSOULA, BY:  
BOARD OF COUNTY COMMISSIONERS:

*Ann Mary Dussault*  
-----  
Ann Mary Dussault, Chair

*Barbara Evans*  
-----  
Barbara Evans, Commissioner

*Janet L. Stevens*  
-----  
Janet L. Stevens, Commissioner

ATTEST:

*Mike Young*  
-----  
Mike Young, City Clerk

ATTEST:

*Fern Hart by Ronald Cate*  
-----  
Fern Hart  
Clerk & Recorder *Deputy*

APPROVED AS TO FORM:

*Jim Nugent*  
-----  
Jim Nugent, City Attorney

APPROVED AS TO FORM:

*Robert L. Deschamps, III*  
-----  
Robert L. Deschamps, III  
County Attorney

MONTANA DEPARTMENT OF JUSTICE  
*13 August 19 85*  
-----  
APPROVED AS TO FORM

*Michelle Evelyn*  
-----  
Attorney General  
By *Judy Browning*  
-----  
Assistant

APPROVED

The foregoing Interlocal Agreement has been reviewed and determined to be in proper form and compatible with the laws of the State of Montana.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 1985.

\_\_\_\_\_  
Mike Greely, Attorney General

Secretary of State, State of Montana, this \_\_\_\_\_ day of \_\_\_\_\_, 1985.

\_\_\_\_\_  
Jim Waltermire, Secretary of State

FILED:

Missoula County Clerk and Recorder, this \_\_\_\_\_ day of \_\_\_\_\_, 1985.

\_\_\_\_\_  
Fern Hart, Missoula County Clerk and Recorder

8513815

I received and filed this instrument for record on the 20 day of Aug. 85 at 2:39 p.m.  
and it is recorded in Vol. 227, on Page 225, Micro Records of the County of Missoula, State of  
Montana. Witness my hand, Fern Hart, County Recorder, By Kamona Cox, Deputy.  
Doc. CA Fee \_\_\_\_\_ Pd. \_\_\_\_\_ Return Agreement - Library file