

INTERLOCAL LIBRARY AGREEMENT

THIS AGREEMENT, is made and entered into this 28th day of November, 2018 by and between the Town of Philipsburg, a political subdivision of the State of Montana (may also be referred to as "Town" herein) and the Philipsburg Area Community Library District (may also be referred to as "Library District" herein); and Granite County, a political subdivision of the State of Montana (may also be referred to as "County" herein).

RECITALS

WHEREAS, the parties named above are desirous to enter into a mutually beneficial Interlocal Library Agreement which is a contractual agreement; and,

WHEREAS, this Interlocal Library Agreement is made and entered into pursuant Montana Code Annotated, Sections 7-11-101 through 7-11-108; and,

WHEREAS, there is hereby established a Multi-jurisdictional Library District in compliance with Montana Code Annotated Sections 22-1-701 et al., 7-11-1001 et al., and 7-11-1101 et al. which encourage the establishment, adequate financing and administration of a free public libraries and defines the criteria for creating such libraries; and,

WHEREAS, the creation of the Philipsburg Area Community Library District will better serve the needs and convenience of the residents of the District and allow fair allocation of the tax burden among those using the Library Services; and,

WHEREAS, the parties enter into this Interlocal Library Agreement (aka "Contract") as stated below.

WITNESSETH

NOW, THEREFORE, the parties mutually agree as follows:

I. FINANCING THE LIBRARY; OWNERSHIP OF PROPERTY

1. The Library District's Board of Trustees shall submit its budget proposal in a timely manner to the Board of Granite County Commissioners and Town Council annually, in person, for their review.
2. Financing for the Library District will be as follows:
 - a. A levy authorized under Montana Code Annotated Section 15-10-240 and as specified under Montana Code Annotated Section 7-11-1112 to be used for the general benefit of the public library as determined by the Library District's Board of Trustees. The library shall be supported by a library tax on all property within the Library District, consistent with Montana Code Annotated Sections 7-11-1112 and 15-10-420 et al.; and,

- b. The Granite County Treasurer shall be in charge of collecting and dispensing the monies from the mill levy, but the Library District will employ its own Clerk to handle all bookkeeping, payroll, and accounting duties associated with the Library District. Granite County shall have custody of the funds of the Philipsburg Area Community Library District.
- c. Grant Funds and Trust Fund Accounts:
 - i. Grant funds are not used to reduce the general fund budget; and they are to be used for those purposes for which they were granted; and,
 - ii. Trust funds are not part of the general fund, but are set aside for specific library projects and purposes, as implied in their titles.

3. Facilities

- a. The Library District and the Town may contract for the rental of space suitable for the Library's needs. The Town may provide facilities at a discounted rent to the Library and may contract for utilities or janitorial services as is mutually agreed between the Town and the Library. All existing equipment and furnishes in the public library may be used by the Library District for the benefit of the public. The Library District may make improvements to the public library physical facility (real property) only with the express written consent of the Town, and the Town will own all such improvements to the real property. The Library District will be responsible for the salary and benefits of the librarian(s) and other staff needed by the Library District to meet the needs of the district and will not have any financial responsibilities for the salary, benefits, etc. of non-Library District employees; and,
- b. The Town owns and will own any equipment and furnishings (personal property) it acquires or purchases or has acquired purchased for and the Library District owns and will own any equipment and furnishings (personal property) it acquires or purchases or has acquired or purchased in regards to the public library. Any property or furnishings bought with joint Town and Library Funds will be owned in the same percentages in accordance with the percentage of funds paid by each entity. Any outdated, defunct, or otherwise unusable equipment or furnishings owned by the Town will be properly disposed of by the Town in a manner provided by law. Any outdated, defunct, or otherwise unusable equipment of the Library District will be properly disposed of by the Library District Board of Trustees.

II. LIBRARY ACCESS AND HOURS

- 1. Public library patrons of all ages shall be granted unlimited access to the facility for a minimum of 15 hours per week. Every effort will be made to provide additional hours of public access as soon as it is feasible.

2. The public library will make every effort to comply with Montana Public Standards (ARM 10.102.1150 – 10.102.1157).
3. To the greatest extent possible, all services and materials will be equitably available to all library users.
4. The Philipsburg Area Community Library District shall be accessible by the patrons during posted library hours, except:
 - a. In the event of an emergency; and,
 - b. At special times when the public shall be reasonably notified in advance.
5. Prior to use of specialized equipment, patrons may be asked to demonstrate proficiency in its operation.

III. REPORTING AND CONTRACTING PARTY REQUIREMENTS

The Philipsburg Area Community Library District shall comply and perform all reporting to state and federal agencies as required by law. The Philipsburg Area Community Library District shall be the contracting party responsible for reporting to the Montana Public Retirement Administration and for making all payments of retirement system contributions pursuant to MCA 19-2-506. Upon termination of the Philipsburg Area Community Library District, Granite County shall be the contracting party for such reporting to the Montana Public Retirement Administration and for paying the retirement system contributions pursuant to MCA 19-2-506.

IV. EFFECT OF TERMINATION OF DISTRICT

The property of the Philipsburg Area Community Library District, both real and personal, will be held by and in the name of the said Library District. In the event of termination of the Philipsburg Area Community Library District, the furniture, equipment, monies and other assets acquired prior to the effective date, shall be returned to each unit of government according to the unit's original contribution. Upon termination of the Philipsburg Area Community Library District, all said District's assets shall become the property of Granite County as set by Montana law. Upon termination of Philipsburg Area Community Library District, all debt of the said Library District, including any payments owed in regards to the Montana Public Employee Retirement System (PERS) or to the Montana Public Employee Retirement Administration, will be paid with Library District Funds and if there is insufficient funds, then all such debt shall be paid for with a property tax levy within Granite County as set forth in Montana Code Annotated Section 22-1-711, or as amended.

V. DURATION

The duration of this Agreement shall remain in effect until amended or terminated as provided below in this current paragraph. The Agreement may be amended by mutual consent accomplished by formal written amendment being signed by all of the entities signing below. The Agreement may be terminated with Notice of Termination by any party being made and delivered in writing to the other parties. Such written Notice of Termination must be delivered between parties at least three hundred and sixty five (365) days prior to actual termination of the Agreement to enable the Library District to find new facilities and to provide continued service to the residents of the Library District.

VI. CONDITION OF EFFECT

This Agreement shall become effective upon adoption and approval of the Library District Board of Trustees and the Town Council of Philipsburg with consent of the Mayor of Philipsburg, and adoption and approval of the Board of Granite County Commissioners; all such being pursuant to Montana Code Annotated Sections 7-11-101 et al. and 7-11-1101 et al.

VII. FILING OF FIRST AMENDED INTERLOCAL LIBRARY AGREEMENT

This Interlocal Library Agreement will be filed with the Granite County Clerk & Recorder and also filed with the Montana Secretary of State's Office.

IN WITNESS WHEREOF, all parties hereto execute and agree to this Interlocal Library Agreement this 28th day of November, 2018.

Dustin Muhlly

Board Chairperson of Philipsburg Area Community

Library District

Printed Name: Dustin Muhlly

Daniel Reddish

Mayor, Town of Philipsburg

Printed Name: Daniel Reddish

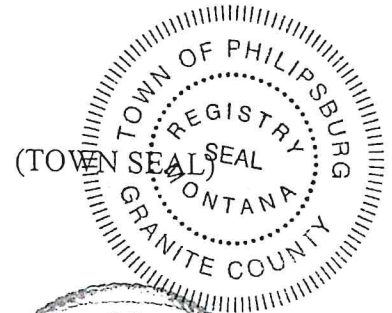
Bill Slaughter

Chair of Board of Granite County Commissioners

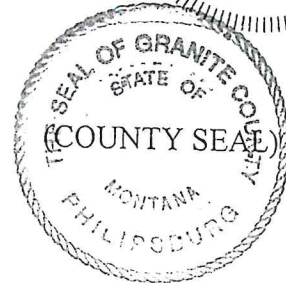
Printed Name: Bill Slaughter

ATTEST:

Reed Speegle
Reed Speegle, Town Clerk



Blanche McLure
Blanche McLure, Granite County Clerk



Approved as to Form and Content:

Robert Medof

Town Attorney of Philipsburg

Printed Name: Robert Medof

Approved as to Form and Content:

Blaine C. Bradshaw

Granite County Attorney

Printed Name: Blaine C. Bradshaw

RESOLUTION 2018 – 01

A PHILIPSBURG AREA LIBRARY DISTRICT RESOLUTION FOR ADOPTING
AN INTERLOCAL LIBRARY AGREEMENT BETWEEN THE PHILIPSBURG
AREA COMMUNITY LIBRARY DISTRICT, GRANITE COUNTY
AND THE TOWN OF PHILIPSBURG

WHEREAS, Montana law authorizes the Library Board of Trustees to enter into an Interlocal Library Agreement, and

WHEREAS, the Philipsburg Area Library District's Board of Trustees has proposed the attached Interlocal Library Agreement, and

WHEREAS, the Interlocal Library Agreement has been advertised in the Agenda posted at the Library and the Post Office, as open to the public for inspection and comment beginning November 21, 2018 and continuing until November 28, 2018 when the Interlocal Library Agreement is scheduled to be approved, signed and adopted.

NOW, THEREFORE, BE IT RESOLVED that following the November 28, 2018 meeting of the Philipsburg Area Community Library District Board of Trustees meeting, and all public comments have been considered regarding the Interlocal Library Agreement, the agreement shall be considered approved and adopted.

ADOPTED AND PASSED this 28th day of November, 2018.



Chairperson Philipsburg Area Community
Library District Board of Trustees
Printed Name: Dustin Muhly

APPROVED AS TO FORM AND CONTENT:



Blaine C. Bradshaw, Granite County Attorney