

INTERLOCAL AGREEMENT

THIS AGREEMENT is made effective as of the 1st day of July, 2013, by and between the **CITY OF HAVRE**, a municipal corporation, herein called the "**City**", and **HILL COUNTY, MONTANA**, a political subdivision of the State of Montana, herein called the "**County**".

IT IS UNDERSTOOD THAT:

- (1) For many years, the City and the County jointly have operated and maintained the Havre-Hill County Library pursuant to an Interlocal Agreement dated July 21, 1983, as amended.
- (2) It is in the best interests of the City, the County, and their residents and taxpayers that the 1983 Interlocal Agreement be terminated and that the jointly created and operated library become a library governed by the City, with the financial assistance and support of the County.
- (3) The City and County have authority under MCA Section 22-1-316 to establish a joint city-county library and enter into an interlocal agreement as authorized by MCA Section 7-7-101; et seq.

NOW THEREFORE, the City and the County hereby agree to operate and maintain a combined city-county library herein called "**Library**" in accordance with the following:

SECTION 1

Purpose:

The purpose of this Agreement is to provide for a combined City-County Library that is jointly supported financially and is governed by the City. The name of this library

will be Havre-Hill County Library. The Interlocal Agreement dated July 21, 1983, as amended is hereby terminated, and the parties hereby adopt this Interlocal Agreement, subject to the following terms and conditions.

SECTION 2

Governance:

The Library shall continue to exist, be kept and maintained in and on property owned by the City at 402 Third Street, Havre, Montana.

The Library shall have a board of five (5) trustees appointed by the mayor of the City with consent of the City council. In making such appointments, the mayor shall select and appoint two (2) trustees who reside outside the City limits and three (3) trustees who reside within the City limits. In making the appointment of two trustees who reside outside the City limits, the mayor will take into consideration the recommendations of the County commissioners, but the mayor shall have the sole power and authority, subject to consent and approval of the City council, to appoint the trustees to the Library board.

The Library shall be a department of City government, subject to and governed by the City's employee policies and procedures and the City's employment schedules, matrices and wages and benefits policies.

SECTION 3

Administration:

The Library board shall be advisory to the City council and shall assume only those functions and duties as may be delegated to the Library board by the City council or prescribed and agreed upon between the City and the County.

The Library director and personnel shall be designated, organized and supervised as directed and determined by the mayor, with advice from the Library board.

The Library director and all Library personnel shall be employees of the City, subject to all of the City's policies and procedures.

SECTION 4

Financial Administration and Budget:

The Library shall be kept, operated and maintained in cooperation with the County, other governmental entities and the statewide and regional library networks.

With the advice of the Library board, the City shall establish and approve the Library's annual budget in accordance with the City's budget policies and procedures and shall be responsible for the financial management of the Library and its funds.

The County shall assess and levy and provide to the City, for the sole use and purpose of operating the Library, an annual 3 mill tax levy on property within the County.

SECTION 5

Duration:

The duration of this Agreement shall be perpetual. Either party may terminate this Agreement by giving notice, in writing, of its intention to do so at least six (6) months 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.

SECTION 6

Amendment:

This Agreement may be amended by mutual consent of the governing bodies of the two local governments. Notice of a request for amendment may be made by the two local governments at least six (6) months prior to the end of the fiscal year in order to be effective in the subsequent fiscal year, otherwise such amendment shall not be effective until the fiscal year following.

SECTION 7

Discontinuance of Library:

In the event of the termination of this Agreement and the discontinuance of such library operations, the land, building, improvements and contents of the Library shall be deemed to be the property of the City.

SECTION 8

Approval:

This Agreement is contingent on approval by the City council and the County commissioners and effective upon filing with the Secretary of State and the Hill County Clerk and Recorder in accordance with the terms of the Montana Interlocal Cooperation Act, MCA Sections 7-11-101 et seq.

IN WITNESS WHEREOF, the parties have executed this Agreement and made effective on the date first above written.

CITY OF HAVRE

By _____
Mayor

ATTEST:

By _____
Finance Director/Clerk

HILL COUNTY, MONTANA

By _____
Chairperson – County Commission

By _____

By _____

ATTEST:

By _____
County Clerk and Recorder

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