

PUBLIC LIBRARY CERTIFICATION

This certifies that our library

THE GLASGOW CITY-COUNTY LIBRARY

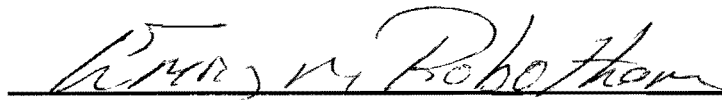
(library name)

qualifies as a "public library"
formed under either Title 7 or
MCA § 22-1-303 through 22-1-317

Attached is the legal documentation
establishing our library under the above.



Library Board Chairperson



Library Director

SEPTEMBER 5, 1997

Date

AMENDED INTER-LOCAL AGREEMENT

POLICY 600.11

[Document #84841; Misc. File No. M#22500 found in Valley County Court House]

AMENDED INTER-LOCAL AGREEMENT

AGREEMENT entered into this 1th day of July, 1991, between the CITY OF GLASGOW, a municipal corporation of the State of Montana, herein called "CITY" and the COUNTY OF VALLEY, MONTANA, herein called "COUNTY", WITNESSETH:

RECITALS

- (1) CITY and COUNTY have heretofore operated a joint City-County Library in accordance with certain contracts and agreements between the parties. COUNTY also participates financially in the Golden Plains Library Federation.
- (2) CITY and COUNTY desire to restate their prior agreements and to enter into an Inter-Local Agreement in accordance with Sec. 7-11-104, M.C.A. of the Montana Interlocal Cooperation Act, for the purpose of operating and maintaining a joint City-County Library, and Sec. 22-1-316, M.C.A.

AGREEMENT

CITY and COUNTY hereby agree to operate and maintain the Glasgow City-County Library, herein called "LIBRARY", in accordance with the following:

- (1) DURATION: This Agreement is entered into for the fiscal year of 1991-1992, after which it will automatically be renewed from year to 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 (6) of this Agreement. 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 CITY and COUNTY which will result in equitable Library service to all residents of Valley County, and to provide a means of funding the operation and maintenance of the Glasgow City-County Library pursuant to the laws of the State of Montana.
- (4) FINANCING:
 - (a) Budget: The Board of Trustees shall submit its proposed budget to the City Commission and the County Commission. The budget shall include both operation of the City-County Library and COUNTY'S participatory share of the Golden Plains Library Federation. The budget will be submitted prior to the beginning of each fiscal year and in sufficient time for such Commissions to include the recommended budget in their annual budget considerations.
 - (b) Funding: The parties shall contribute to the LIBRARY budget on the following basis:

COUNTY- Unless otherwise provided herein, 80% of the "City/County" portion of the LIBRARY budget, as approved in subparagraph (a) above, not to exceed five (5) mills levied county wide under applicable state law, subject to the limitations of M.C.A. 15-10-401, et. seq., as applied to the mills levied county wide, pursuant to M.C.A. 22-1-304

CITY- Unless otherwise provided herein, 20% of the LIBRARY budget, as approved in subparagraph (a) above, subject to the limitations of M.C.A. 15-10-401.

- (c) The maximum levies in this subparagraph shall change in accordance with any change enacted by the Montana Legislature in the maximum allowable mill levies for support of libraries.
 - (d) Library Fund: The parties' respective shares of the budget shall be placed in a City-County Public Library Fund and shall not be used for any purpose except those authorized by the Board of Trustees for LIBRARY services as provided by the laws of the State of Montana. The City Treasurer shall have custody of the Library funds.
 - (e) 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. Contributions of this type are solely at the discretion of CITY and COUNTY and shall not be computed in determining the operating costs of the LIBRARY.
- (5) TERMINATION: Either party to this Agreement may terminate 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 City-County Library, all property, materials and equipment acquired by the LIBRARY shall be divided fairly by the Board of Trustees, subject to the approval of the Glasgow City Council and the Board of County Commissioners of Valley County.
- (6) ADMINISTRATION: The Board of Trustees shall be composed of five (5) members, two (2) of whom shall be appointed by the Board of County Commissioners of Valley County, Montana; and three (3) of whom shall be appointed by the Mayor and the City Council of Glasgow, Montana. A LIBRARY 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 term of office shall not exceed five (5) years.
 - (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 Sec. 22-1-309, M.C.A., the provisions of which by this reference are incorporated herein.
- (7) 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 and management of the LIBRARY, in accordance with applicable Montana law.
- (8) It is understood that this Agreement relates only to the City-County portion of the LIBRARY'S operation; and that separate funds available to the LIBRARY, including but are not limited to coal tax severance funds, LSCA funds, and private or public grants shall not be included in determining the City-County portion of the LIBRARY budget.
- (9) CONTINGENT ON APPROVAL: This Agreement is contingent on approval by the Attorney General of the State of Montana, in accordance with the terms of the Montana Interlocal Cooperation Act.

[KE/A24/LIBRARY.AGR/070191]CITY OF GLASGOW, a Municipal Corporation.