INTERLOCAL LIBRARY CONTRACT

THIS AGREEMENT, made and entered into this 13 day of June, 2011, by and between the County of Sanders, a political subdivision of the State of Montana, and the City of Thompson Falls, a municipal corporation.

WITNESSETH:

WHEREAS, the City and the County are desirous of entering into a contract whereby a free public library will be assured a continuous existence for all residents of the District from a central facility located within the City and operated by the joint efforts and authority of both parties; said district will encompass all land and property now located in the Thompson Falls High School District; the school district is named only for boundary purposes and the school district boundary is named to designate the boundaries of the District.

WHEREAS, the creation of a District will assure the continued existence and availability of a free public library to the people in the district and will assure the people therein the fullest opportunity to enrich and inform themselves by providing the services of a free public library.

WHEREAS, MCA §22-1-316 grants authority to the parties to enter into this agreement to establish and maintain a free public library.

WHEREAS, the parties hereto have previously entered into agreements for the establishment of the joint library, dated January 11, 1993 and dated December 11th, 2000, and the purpose of this agreement is to provide continuity to the previous agreements, clarify rights, responsibilities, and duties on the parties and to clarify the terms and conditions of the previous agreements.

NOW, THEREFORE, the parties in consideration of the mutual promises and covenants contained herein agree as follows:

1. **NAME AND AREA.** The name of the library shall be amended to be Thompson Falls Public Library. The jurisdictional area and the area of assessment shall be the Thompson Falls School District boundaries.

2. **LIBRARY BOARD.** In accordance with MCA Sections 22-1-305 through 22-1-317, the Thompson Falls Public Library will be governed by a board of trustees composed of five members. The Trustees shall be appointed and hold office in the manner and for the terms described:

   a. The Mayor with the advice and consent of the City Council of the City of Thompson Falls shall appoint two members, both of whom must be residents of the City.

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b. The chairman of the Board of County Commissioners with the advice and consent of the Board County Commissioners shall appoint two members, both of whom must be non-city residents residing within the District.

c. The Mayor and the Chairman, with the advice and consent of the City Council and Board of County Commissioners shall jointly appoint the fifth member.

Not more than one member of each governing body shall be, at anyone time, a member of such board of Trustees, and Trustees shall serve no more than two full terms in succession. Trustees shall serve without compensation but their actual and necessary expenses incurred in the performance of official duties may be paid from library funds.

Each Trustee appointed shall serve a term of five years and vacancies on the board shall be filled by appointment by the Mayor and City Council, the Chairman and Board of County Commissioners or both, depending upon which of those bodies appointed the original trustee for that particular term.

Vacancies in the board of trustees shall be filled for the unexpired term in the same manner as original appointments. The board shall have the powers, duties and responsibilities as set forth in MCA §22-l-309.

3. **FINANCING.** The board of trustees shall submit its budget proposal to the City Council and to the Board of County Commissioners in sufficient time for each to include its recommendations in their annual budget considerations.

The district Library is financed by a district-wide levy as set by the voters.

The City agrees to place in its name all personal and real property and improvements upon the same and to insure the premises and contents against fire, theft, windstorm, and losses. In addition, it will provide errors and omissions insurance protecting the board in the performance of its duties. The City may from time to time agree to assist or pay for the costs of other library functions as budget constraints allow. The City agrees to provide financial administration and record keeping, including processing payroll, health insurance, life insurance, and any other benefits agreed to by the library board.

The Library shall be responsible for the repair and maintenance of the building, the ground maintenance and snow removal, and the utilities (lighting, heating & cooling) of the building.

Any end-of-year tax revenue not otherwise disposed of by the board shall be placed in a capital reserve fund for the purpose of acquiring capital equipment and/or remodeling or expansion of the library in accordance with MCA §22-1-305 and §22-1-306.

The City of Thompson Falls shall have custody of the funds of the joint city-county library, and the Treasurer of Sanders County shall periodically transfer to the City all monies collected for the joint city-county library.

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4. **OWNERSHIP AND DISPOSITION OF PROPERTY.** The property of the district, both real and personal, will be held by and in the name of the City of Thompson Falls. In the event of termination of the Thompson Falls Public Library, the building, furniture, equipment, monies and other assets acquired prior to the effective date, shall be disbursed by the Board with the advise and consent of the parties hereto. In no event shall assets of the Thompson Falls Public Library be used for non-library purposes unless express permission is granted by both governing bodies.

5. **DURATION AND EFFECTIVE DATE.** The duration of this Agreement shall be perpetual. The Agreement may be terminated by either party by delivery of notice of termination 180 days prior to the effective date of termination. This agreement shall take effect immediately upon execution and its terms, unless otherwise stated herein, are written to assure continuity in the management of the library.

IN WITNESS WHEREOF the parties have hereunto set their signatures this 13 day of June, 2011.

CITY OF THOMPSON FALLS:

Carla Parks

Carla Parks, Mayor

Attest:

Chelsea Peterson

Chelsea Peterson, Clerk-Treasurer

Approved as to form and content:

Claude J. Burlingame

Claude, Burlingame, City Attorney

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SANDERS COUNTY COMMISSIONERS:

Carol A. Brooker

Carol A. Brooker, Chairperson

absent from meeting

Glen Magera, Commissioner

Anthony D. Cox

A.B. (Tony) Cox, Commissioner

Attest:

Jennine M. Robbins

Jennine Robbins, Clerk and Recorder

Approved as to form and content:

Robert L. Zimmerman

Robert L. Zimmerman, County Attorney

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