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**INTERLOCAL AGREEMENT**

THIS AGREEMENT, made and entered into this 10 day of December, 2002, by and between Twin Bridges Public Library, hereinafter referred to as "LIBRARY", and the CITY OF TWIN BRIDGES, a political subdivision of the State of Montana, operated under the direction of the Twin Bridges City Council, hereinafter referred to as "CITY", and Madison County, a political subdivision of the State of Montana operated under the direction of the Board of County Commissioners, hereinafter referred to as "COUNTY", and the Madison County Library Board.

**WITNESSETH:**

WHEREAS, the Parties have agreed upon terms and conditions for the furnishing of library services, in consideration of their mutual promises hereinafter given,

NOW, THEREFORE, the Library, the City, and the County hereby agree as follows:

1. The Library agrees to continue to provide library services for the residents of Madison County, including residents of the City, to the extent permitted and under the authority of the laws of the State of Montana. The Madison County Library Mill Levy to City Libraries is not meant to, and cannot be used to, supplant City financial support to the City Libraries. The Library shall continue the operation of the library and shall continue to be known as the Twin Bridges Public Library.
2. County agrees to provide annual funds to Library in the amount of \$13,355 or .5 mill, whichever is greater to be distributed in equal portions in December and June of each year, so long as such funds are available.

3. The number of hours the Library will be open shall be set by the Library considering total revenue available, the number of patrons served, and the total circulation of library materials at the library. A concerted effort will be made to provide hours in response to community interest, including evening and weekend access.

4. The Library shall make every effort to employ qualified staff as needed.

5. The Library agrees to provide free library service to the residents of the entire County in consideration of the Special Annual Library Mill Levy (or Resolution 2002-1) as approved by the voters levied by Madison County for library purposes for the duration of this Agreement, as levied on all property within and without the City. The City retains its privilege to levy additional taxes for library purposes as provided by statute so long as this Agreement remains in effect.

6. This Agreement may be terminated for cause if the Library ceases to exist or if either Party fails to perform its obligations hereunder.

7. In the event any term of this agreement shall be held against Public Policy or in violation of any ordinance or statute, said term shall be deleted, and the remainder of this Agreement in its entirety shall remain in full force and effect for the term stated herein.

8. Each party shall maintain its own insurance upon its own property.

9. This agreement shall be interpreted under the laws of the State of Montana. In the event of a dispute, venue shall be the Fifth Judicial District, Madison County. In the event of such a dispute, no party shall be entitled to attorney fees and costs.

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STATE OF MONTANA )

County of Madison )  
:SS

On this 10<sup>th</sup> day of December 2002, before me, a Notary Public in and for the State of Montana, personally appeared Paula Gilmer, known to me to be the Chair of the Twin Bridges Public Library and acknowledged to me that he/she executed the same.



Julie Auck  
Notary Public for the State of Montana  
Residing at Shepherd  
My Commission expires 10-26-05

STATE OF MONTANA )

County of Madison )  
:SS

On this 10<sup>th</sup> day of December 2003, before me, a Notary Public in and for the State of Montana, personally appeared David Schultz, known to me to be the Chairman of the Madison County Board of County Commissioners and acknowledged to me that he/she executed the same.



Julie Auck  
Notary Public for the State of Montana  
Residing at Shepherd  
My Commission expires 10-26-05

STATE OF MONTANA )

County of Madison )  
:SS

On this 10<sup>th</sup> day of December 2002, before me, a Notary Public in and for the State of Montana, personally appeared Deborah K. Gregg, known to me to be the Chairman of the Madison County Library Board and acknowledged to me that he/she executed the same.



Julie Auck  
Notary Public for the State of Montana  
Residing at Shepherd  
My Commission expires 10-26-05

IN WITNESS WHEREOF, the Parties have hereunto executed this Agreement

this 11 day of December, 2002.

MADISON COUNTY BOARD OF COUNTY COMMISSIONERS

CITY OF TWIN BRIDGES

By [Signature]

By [Signature]



ATTEST:  
[Signature]  
City Clerk

By [Signature]  
Chair

MADISON COUNTY LIBRARY BOARD

By [Signature]  
Chair

STATE OF MONTANA )

County of Madison :ss

On this 11<sup>th</sup> day of December 2002, before me, a Notary Public in and for the State of Montana, personally appeared Betty Sykes, known to me to be the Mayor of Twin Bridges, and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal on the day and year first above written.



[Signature]  
Notary Public for the State of Montana  
Residing at Twin Bridges, MT  
My Commission expires 11/5/03