COPY

AMENDED INTER-LOCAL AGREEMENT

This AGREEMENT, effective July 1, 2009, is entered into by and 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".

Recitals

1. WHEREAS 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 Gold Plains Library Federation; and

2. WHEREAS CITY owns the building housing the City-County Library and maintains property and casualty and liability insurance for the building and its contents; and

3. WHERAS the voters of Valley County in the general election held on November 4, 2008, approved a levy of $26,000 (approximately one (1) mill), per year upon the taxable property in the county to maintain adequate public library services for the Glasgow City County Library which was effective for the fiscal years 2009-2010 through 2014-2015; and

4. WHEREAS CITY and COUNTY desire to restate their prior agreements and to enter into an Amended Inter-local Agreement in accordance with Montana Code Annotated [MCA] Title 7, Chapter 11, Part 1, and MCA Title 22, Chapter 1, Part 3 for the purpose of operating and maintaining a joint City-County Library.

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 2009-2010, 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 pursuant to existing state law. 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

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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) The Board of Trustees shall submit its budget to the City Council 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) The County shall contribute eighty percent (80%) of the LIBRARY budget as approved in subparagraph (a) above, subject to the limitations of MCA § 15-10-401, et. seq. The City shall contribute twenty percent (20%) of the LIBRARY budget as approved in subparagraph (a) above, subject to the limitations of MCA § 15-10-401, et. seq.

For fiscal year 2009-2010, the City and County shall impose sufficient mills to generate the following dollar amounts for the LIBRARY budget:

County	$ 123,030	(General fund)
	26,000	(2008 voted levy)
	$ 149,030	
City	$ 31,007	

(c) The City and County may impose a mill levy, in a subsequent fiscal year, sufficient to increase the amount of the LIBRARY budget for inflation, pursuant to MCA § 15-10-420. If an inflationary increase is made, the percentage increase will be the same for the City and the County so as to keep the respective funding shares of each at an 80/20 split.

(d) This agreement will be amended to comply with any statutory change enacted by the Montana Legislature for support of libraries or for calculating the allowable mills for such support.

(e) 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

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Trustees for LIBRARY services as provided by the laws of the State of Montana.

(f) 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 the 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 equitably 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 MCA § 22-1-309, 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.

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8. **SEPARATE FUNDS:** 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 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. **RETIREMENT CONTRIBUTIONS**: The City shall be responsible for submitting reports and making retirement contributions pursuant to MCA § 19-2-506. However, the required retirement contributions shall be paid from the LIBRARY budget.

10. **Legal Basis:** This agreement is authorized by the provisions of Section 7-11-104, M.C.A., "Interlocal Agreements", and is made in accordance with Title 7, Chapter 11, Montana Code Annotated.

11. **Execution and Delivery of Copies:** Upon authorization and execution by the appropriate authorized of officials in accordance with Montana Law, copies of this Agreement shall be filed in the office of:

    a. The Clerk and Recorder of each County;
    b. The secretary of state;

DATE April 28, 10 CITY OF GLASGOW, a Municipal corporation

By: Dan Kinney
Mayor

CITY OF GLASGOW SEAL MONTANA

ATTEST:

By: Stacey A Amundson
City Clerk

DATE April 28, 2010 COUNTY OF VALLEY, MONTANA

By: Bruce H Rich
Chairman of the Board of County Commissioners

VALLEY COUNTY SEAL STATE OF MONTANA

ATTEST:

By: Lynne Nygaard
Valley County Clerk & Recorder

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