

INTERLOCAL LIBRARY AGREEMENT

THIS AGREEMENT is made and entered into this 13 day of April, 2004, by and between the **CITY OF HELENA, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, 316 North Park Avenue, Helena, Montana, hereinafter referred to as "City," and **LEWIS & CLARK COUNTY**, a political subdivision of the State of Montana, hereinafter referred to as "County."

WHEREAS, in the Interlocal Library Contract dated October 11, 1974 ("Original Contract"), the City and the County entered into a contract whereby library services are provided for all residents of the county from a central facility located within the City and operated by the joint efforts and authority of both parties; and

WHEREAS, the City and County desire to update the Original Contract to reflect the actual relationship between the parties.

NOW, THEREFORE, the parties hereto agree that the Original Contract and all its subsequent amendments and modifications be superseded in their entirety by this Interlocal Library Agreement which reads as follows:

1. **Joint Library Established:** There is hereby established a joint city-county library to be known as the Lewis & Clark Library; the principal building and facilities for which shall be located within the City of Helena.

2. **Board of Trustees:** The operation of the library is to be governed by a Board of Trustees composed of five (5) members who are appointed to fill previously designated trustee positions. The trustee positions have previously established staggered terms over a five-year period with one term expiring each year. Each trustee position is filled in the following manner:

A. The Mayor, with the concurrence of the City Commission, shall appoint residents of the City to the two trustee positions designated for City appointments whenever a five-year term has expired or a vacancy is sooner created. The Mayor may appoint a member

of the City Commission, including the Mayor, to any of the trustee positions designated for City appointments.

B. The Board of County Commissioners shall appoint residents of the County to the two trustee positions designated for County appointments whenever a term has expired or a vacancy is created. The Board may appoint one of the members of the Board of County Commissioners to any of the trustee positions designated for County appointments.

C. The Board of County Commissioners and the Mayor, with the concurrence of the City Commission, shall jointly appoint a fifth member who shall serve a five-year term in the trustee position previously designated for joint appointment.

D. Each designated trustee position has a five-year term. An appointment to a designated trustee position is for the five-year term of that position. An appointment to fill a vacancy in a designated position is for the remaining portion of the five-year term of that designated position. Vacancies for unexpired terms must be filled as soon as possible in the manner in which the vacating trustee was chosen.

E. A trustee may be removed by the Mayor with the concurrence of the City Commission or by the Board of County Commissioners or both, depending upon the manner in which the trustee was originally appointed

F. A trustee may not serve more than two full terms in succession.

3. Salary of the Board: A trustee may not receive a salary or other compensation for service as a trustee, but necessary expenses actually incurred by a trustee in the performance of the trustee's duties shall be paid from the library fund.

4. Powers of the Board: The Board of Trustees has the powers and duties set forth in law for a board of trustees of a city library or a county library.

5. Organization: The Board shall select one of its members as Chairman, and such other officers as the Board members deem necessary, for one (1) year terms. The Board shall adopt rules for governance of its own affairs.

In the event there is a dispute concerning the book value after determination by the certified public accountant, the dispute will be settled by a Board of Arbitration with the City choosing one member of said Board, the County choosing another member of said Board and those two choosing a third, who shall consider and determine the book value.

10. **Duration:** The initial term of this agreement is for a period of three (3) years and unless either party chooses to terminate the agreement, it will automatically renew at the end of the three-year period for another three years, with the same process continuing for each successive three-year period.


IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF HELENA, MONTANA


By _____
Tim Burton, City Manager

ATTEST:

By _____
DEBBIE HAVENS, City Clerk

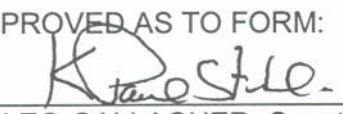
APPROVED AS TO FORM:
By  _____
DAVID L. NIELSEN, City Attorney

LEWIS & CLARK COUNTY, MONTANA

By  _____
Michael A. Murray, Chairman

ATTEST:

By  _____
PAULETTE DEHART, Clerk of the Board

APPROVED AS TO FORM:
By  _____
LEO GALLAGHER, County Attorney