

# INTERLOCAL AGREEMENT

## BETWEEN YELLOWSTONE COUNTY AND THE CITY OF BILLINGS TO OPERATE PARMLY BILLINGS LIBRARY

THIS AGREEMENT is made and entered into this 12<sup>th</sup> day of Dec., 2005, by and between the respective governing bodies of the City of Billings, Montana and the County of Yellowstone, Montana, hereinafter referred to as "**BILLINGS**" and "**YELLOWSTONE**," respectively,

### WITNESSETH:

**WHEREAS**, the purpose of this agreement is to provide a basis for cooperation between **YELLOWSTONE** and **BILLINGS** which will result in equitable library service to residents of Yellowstone County, Montana; and

**WHEREAS**, **BILLINGS** and **YELLOWSTONE** have agreed to continue the functions of a joint city-county library pursuant to **BILLINGS**' self governing powers and the terms and conditions of this Interlocal Agreement; and

**WHEREAS**, **BILLINGS** and **YELLOWSTONE** wish to enter into an agreement pursuant to §§7-11-101 through 7-11-108, MCA, whereby library services are provided for residents of Yellowstone County from facilities operated by the joint efforts and authority of both parties; and

**WHEREAS**, **BILLINGS** and **YELLOWSTONE** have agreed to furnish certain funds and revenue to assist in the operation of the joint operation of the **PARMLY BILLINGS LIBRARY** pursuant to the laws of the State of Montana; and

**WHEREAS**, **BILLINGS** and **YELLOWSTONE** have previously entered into an interlocal agreement for these same purposes on October 27, 1975, which was amended by the mutual agreement of the parties on September 26, 1977, after **BILLINGS** adopted a charter form of government; and

**WHEREAS**, **BILLINGS** and **YELLOWSTONE** now wish to restate and revise their earlier mutual agreements as appropriate;

**NOW, THEREFORE**, in consideration of the execution of this agreement and the mutual covenants set forth herein, the parties renew and reconfirm their intention to continue and maintain the **PARMLY BILLINGS LIBRARY** under the terms, conditions and covenants herein contained, and it is hereby mutually agreed as follows:

1. **BILLINGS** and **YELLOWSTONE** agree to continue and perform the functions of a joint city-county library to residents of Yellowstone County, Montana, so

as to extend the services to of the **PARMLY BILLINGS LIBRARY** to residents of the County of Yellowstone.

2. **BILLINGS** shall retain ownership of its building and will provide said building for the use of **PARMLY BILLINGS LIBRARY**.

3. All books, periodicals, pamphlets, audio-visual materials and other library materials in the possession of **PARMLY BILLINGS LIBRARY** and all materials hereafter acquired shall be equally accessible to residents of the City of Billings and Yellowstone County, Montana under the rules and regulations of the **PARMLY BILLINGS LIBRARY** during the term of this agreement.

4. That in the event of the termination of this agreement by either **BILLINGS** or **YELLOWSTONE**, books and any cash reserves shall be distributed to **BILLINGS** and **YELLOWSTONE** in the same proportions as expenses were shared during the term hereof. Those books subject to distribution are only those books from the circulating collection.

5. In consideration of the promises, conditions, and obligations herein set forth, the parties do hereby agree to support and fund the annual library budget as finally determined, approved, and accepted by both parties in the following manner: **BILLINGS** agrees to support the budget in an amount no less than 9.5 mills, and **YELLOWSTONE** agrees to support the budget in an amount no less than 3.0 mills. When less than the mill levies of 9.5 mills for **BILLINGS** and 3.0 mills for **YELLOWSTONE** is required to fund the library budget, then the percent of the total budget for each entity shall remain the same percent as it would be if the 9.5 for **BILLINGS** and 3.0 mills for **YELLOWSTONE** were assessed.

6. Each party shall pay its respective share of the budget into a **PARMLY BILLINGS LIBRARY** fund managed by the City of Billings and shall not be used for any purpose except those as authorized by the City Council and the **PARMLY BILLINGS LIBRARY** Board of Trustees for library services as provided by the Laws of the State of Montana. Any money not spent in any fiscal year shall be credited to a Library Reserve Account to be spent in accordance with budgets subsequently adopted by **BILLINGS**.

7. The Library Board of Trustees shall be composed of nine (9) members, six (6) of whom shall be appointed by the Mayor, with confirmation by the Billings City Council, and three (3) of whom shall be appointed by the Board of County Commissioners of Yellowstone County, Montana. A Library Trustee may be removed only by vote of the appointing legislative body or the bylaws adopted by the **PARMLY BILLINGS LIBRARY** Board of Trustees. The terms of those Trustees appointed by **BILLINGS** will not exceed four (4) years. The terms of those Trustees appointed by **YELLOWSTONE** will not exceed five (5) years. No Trustee shall serve more than two (2) full terms in succession. A Trustee appointed to succeed any retiring Trustee shall be appointed before the first day of July of each year in the same manner as the persons for



whom the successor is appointed. Vacancies in the Board of Trustees shall be filled for the unexpired term in the same manner as original appointments. Trustees shall serve without compensation but their actual and necessary expenses incurred in the performance of their official duties may be paid from library funds. A quorum of the Library Board of Trustees shall be five (5) members or more.

8. The primary role of the Board of Trustees is to advocate for the Library to the community, the Billings City Council, the Yellowstone Board of County Commissioners, the State of Montana, and the federal government, as appropriate, to ensure the best possible public library services for the residents of Billings and Yellowstone County. The Library Board of Trustees shall have the powers and duties set forth in this agreement. The Library Board of Trustees shall select one of its members as chairman, and such other officers as they deem necessary, for one (1) year terms. The Library Board of Trustees shall adopt rules for governance of its own affairs in accordance with this agreement.

9. The Library Board of Trustees shall prepare a three-year plan for Library services and programs by January 1 of each year, to serve as direction for Library staff for preparation of the Library budget for the following and future fiscal years. The Library Board of Trustees shall review and approve requests for grant applications and for funding by Library support groups to ensure consistency with the Library plan and service and program priorities. The Library Director shall submit to the Library Board of Trustees for review and action, any significant gifts to the Library, prior to receipt of the gift unless timely receipt as a condition of the gift precludes such notice, in which case the Library Director shall report on the gift to the Library Board of Trustees at the next meeting after its receipt. The Library Board of Trustees shall be responsible for annual review, revision and approval of all Library policies relating to public services, programs and use of Library, subject to submission no later than March 1 of each year to the City Attorney's office for legal review, for implementation by July 1, the beginning of each fiscal year.

10. The City Administrator shall consult with the Library Board of Trustees, and the Library Board of Trustees shall provide input, on all matters relating to the hiring and evaluation of the Library Director. The Library Board of Trustees shall provide a recommendation to the City Council on contracts affecting Library matters. The Library Board of Trustees shall report on Library matters to the Billings City Council and Yellowstone Board of County Commissioners at least annually.

11. This agreement may be terminated by either party upon giving to the other ninety (90) days notice, in writing, of their intention to do so.

12. This agreement is in force and effect from the date of its execution by the parties until the 30<sup>th</sup> day of June, 2005, after which it will be automatically renewed from year to year upon the same terms and conditions unless and until notice of termination is given by one party to the other as provided in Paragraph 12 above.

13. This agreement supersedes and takes the place of all previous agreements and contracts between the parties hereto with reference to library service, and it is the intention of the parties to terminate all former contracts without liability of any kind or character upon the parties hereto, or either of them.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement the day and year first above written.

**BILLINGS:**

**CITY OF BILLINGS**, a Montana  
Municipal Corporation

By: Charles F. Tooley  
CHARLES F. TOOLEY, Mayor

**ATTEST:**

By: Marita Herold  
MARITA HEROLD, City Clerk

**YELLOWSTONE:**

**COUNTY OF YELLOWSTONE**

By: John Ostlund  
JOHN OSTLUND, Chairman

**ATTEST:**

By: Tony Nave  
TONY NAVE, Clerk and Recorder