BUTTE-SILVER BOW PUBLIC LIBRARY(BSB PUBLIC LIBRARY) BRANCH LIBRARY AGREEMENT

INTERLOCAL AGREEMENT BETWEEN BSB PUBLIC LIBRARY AND MELROSE SCHOOLS TO COOPERATE IN THE PROVISION OF LIBRARY SERVICES TO THE RESIDENTS OF MELROSE, MONTANA, WHICH IS PART OF SILVER BOW COUNTY.

WHEREAS, the BSB Public Library and the Melrose School District are both authorized by law to provide library services; and

WHEREAS, Sections 7-11-101-108, MCA authorize local governments to enter into interlocal agreements to jointly provide services that each are authorized to provide; and

WHEREAS, the purpose of this Agreement is to provide a basis for cooperation between the BSB Public Library and the Melrose School District which will result in equitable library service to all residents of the County; and

WHEREAS, the BSB Public Library and the Melrose School District are entering into a contract to provide library services upon Melrose School Libraries becoming a Branch of the BSB Public Library; and

NOW THEREFORE, in consideration of the execution of this Agreement and the mutual covenants hereinafter expressed, in parties join in establishing and maintaining a joint school-public library branch mutually agreed to as follows:

1. As hereinafter provided, the BSB Public Library Board of Trustees and the Board of Trustees of the Melrose School District agree to support the functions of a BSB Public Library Branch Library located in the Melrose School Library.

II. GOVERNING BODY

The BSB Public Library Board of Trustees is the governing body of the Melrose Branch Library. The branch library will function under the bylaws and rules consistent with State law for Branch Library business.

The Melrose branch of the BSB Public Library will operate under the current policies of the BSB Public Library. The BSB Public Library Board shall be the primary governing body for the resolution of complaints or grievances arising from the operation of the Branch Library. However, should it become necessary, the complaint or grievance can be taken to the Melrose School Board.

The BSB Public Library Board of Trustees shall have the power to contract and receive or deliver library services and to accept gifts, grants, donations, devices and bequests not subject to reversion at the end of the fiscal year.

The BSB Public Library Director shall be directly responsible for the selection of one Library Technician who will be employed 20 hours per week. Vacations and sick leave will be managed through the main library. The School District shall continue to be responsible for the selection of the School Librarians, aides and volunteers. The Chief Librarian shall be a school employee and appointed by the Melrose School Board of Trustees. The Branch

Technician will be responsible to provide Branch Library statistics for all BSB Public Library Board Meetings.

The Library Technician will be responsible for exchanging items in the Branch Collections four times per year and will receive mileage for the exchange. Four hours per trip can be claimed for the exchange.

III. BUDGET AND FINANCE

BSB Public Library Director will include the necessary budget items for the Branch Library in the yearly library budget submitted to the BSB County Chief Financial Officer. All requests from the Melrose Library Technician must be submitted to the Library Director by January 15th of each year. The proposed budget will be approved by the BSB Public Library Board of Trustees prior to the submission to the BSB County Chief Financial Officer.

The Melrose School District shall provide:

- 1. Space for the public library materials to be shelved and displayed in the Melrose School Library, which includes utilities, janitorial and maintenance care of the library on a year round basis;
- 2. Funds for general operation of the library as well as the materials budget for meeting the needs of the school population;
- 3. Necessary property, liability, and workman's compensation coverage;
- 4. Allow the public access to the facility during all normal hours of school operation and for those open hours outside of the regular school day that are agreed upon by the Melrose School Administration;
- 5. Use of the school fax, phone and copiers for public library business;
- 6. Allow the public to checkout school library materials, subject to reasonable and appropriate regulations;
- 7. Provide access in the school library to the Internet;

The BSB Public Library shall provide:

- 1. 1,000 to 1,500 books and library materials on a rotating basis for use at the Melrose Branch Library;
- 2. Service and salary of the Branch Library Technician to operate the library after school and weekend hours;
- 3. Cataloging for all new titles will be provided by BSBPL and added to the database as owned by Melrose Branch including donations;
- 4. Email account for the Library Technician;
- 5. Computer station to BSBPL catalog via the internet;
- 6. Postage for interlibrary loans and correspondence;
- 7. Public access computers for the branch library;
- 8. Ongoing professional advice, support and training to branch library staff;
- 9. Open communication with the School Chief Librarian on matters of policy and procedures to ensure smooth operation of the branch.

IV. LIBRARY ACCESS AND HOURS

Public library patrons of all ages shall be granted unlimited access to the facility 5-10 hours per week.

To the greatest extent possible, all services and materials will be equally available to all library users.

V. EFFECTIVE DATE, DURATION AND TERMINATION

- A. The adoption of this agreement by both bodies, the School District and the BSB Public Library Board of Trustees, is contingent upon its review and approval by the attorney for Butte- Silver Bow.
- B. Within ten (10) days of adoption by both bodies and prior to implementing it, the agreement shall be filed with the County Clerk and the Secretary of State.
- C. The agreement shall be in full force and effect within thirty (30) days of the approval by both bodies and shall remain in effect until termination by either party pursuant to the termination provisions set forth below.
- D. Either party may terminate this agreement with sixty (60) days written notice from one party to the other. The termination shall become effective at the beginning of the next fiscal year. Both parties agree to the following as the basis for termination should such become necessary.
 - 1. That both parties obtain their rightful belongings. The BSBPL items will be returned to the main library at 226 W. Broadway Street.
- E. This agreement may be amended at any time by mutual written consent of the parties involved.
- E. This agreement shall be reviewed every three years by all parties involved.

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	, Chair	Date	
FOR THE MELROS	SE SCHOOL DISTRICT		
	. Chair	Date	