

**St. Ignatius School – Community Library**  
**Interlocal Agreement between**  
**St. Ignatius School District No.28 and the**  
**Town of St. Ignatius**  
**to cooperate in the provision of library services to the residents of St. Ignatius.**

*Whereas*, the Town of St. Ignatius and School District #28 are both authorized by law to provide libraries; and

*Whereas*, sections 7 – 11 – 101 through 108, MCA, authorize local governments to enter into interlocal agreements to jointly provide services that each is authorized to provide; and

*Whereas*, the purpose of this agreement is to provide a basis of cooperation between the school district and the Town of St. Ignatius which will result in equitable library services to all residents of the community; and

*Whereas*, the Town of St. Ignatius and School District #28 are desirous of entering into a contract whereby library services can be provided from a central facility located within the St. Ignatius School District and operated by the joint efforts and authority of both parties;

*Therefore*, in consideration of the execution of this agreement and the mutual covenants herein expressed, the parties join in establishing and maintaining a joint community – school library mutually agreed to as follows:

I. As hereinafter provided, the Town Council of St. Ignatius and the Board of Trustees of St. Ignatius School District #28 agree to support functions of the joint community – school library within the Town of St. Ignatius and agree to provide the services of the community – school library to all residents of the St. Ignatius community. The joint community – school library shall be known as the St. Ignatius Community – School Library.

II. The School District shall:

1. Provide all utilities.
2. Provide funds for general operation of the library as well as materials budget for meeting the needs of the school population.
3. Provide necessary property and liability insurance coverage.
4. Provide payroll and accounting services for all public school staff.
5. Provide accounting for purchases made with public school dollars.
6. Provide janitorial and maintenance support during the school year.

### III. The Public Library Board shall:

1. Provide the statutorily approved level of funding for the general operation of the library, as well as for materials budget to meet the non-school needs of the population.
2. Provide accounting payroll services for public library staff.
3. Provide worker's compensation for public library staff.
4. Provide accounting for all purchases made with public library dollars.
5. Provide a minimum of one staff member for the hours that the library is open to the public beyond the school day.
6. Be financially liable for any and all damages that may occur while the library is in use as a public facility beyond the school day.
7. Provide basic janitorial service when the school is not in session.

### IV. Library access hours:

1. Public library patrons of all ages shall be granted access to the facility during posted Public Library hours. The library may not be open for public use beyond 9:00 p.m.
2. During regular school hours students enrolled in the St. Ignatius Public Schools will have priority for librarian assistance.
3. During public access hours beyond the regular school day, the library will be staffed by employees of the Public Library Board and volunteers.
4. The library may be made available for public use on weekends or during the summer provided the Public Library Board will supply ample staffing.
5. For one week during the summer the library will close to all use for maintenance purposes. That week will be identified and announced by June 1<sup>st</sup> of each year.
6. The library and computer labs may be used during non-school hours by school personnel to conduct meetings or staff training.
7. In the event of a school closure due to emergency (inclement weather, fire, etc.) the public library will also be closed.

### V. Governance:

1. General governance of the public library will be overseen by the Public Library Board.
2. Governance of the school library and facility will be retained by the St. Ignatius Board of Trustees.
3. Decisions made by the Public Library Board with regard to the operation of the joint community – school library may be vetoed by the St. Ignatius District No. 28 Board of Trustees if the decisions are determined to be detrimental to the facility or the students.
4. Responsibility and liability for supervision of library patrons will belong to the Public Library Board during the hours outside the regular school day.

## VI. Holdings:

1. Books purchased by the public library will be identified as such with a stamp inside the cover of the book. They will also be identified as public library books in the circulation database.
2. Books owned by the public library and by the School District #28 may be checked out by both school and public patrons.
3. Proper licensure will be maintained for all software used in the community – school library computer labs.
4. It is agreed by both parties that the real estate housing the community – school library, and all furniture, materials and equipment there in shall be inventoried by St. Ignatius District #28. In the event of termination, Section VII-4 will apply.

## VII. Effective date, duration and termination:

1. Adoption of this agreement by both bodies, St. Ignatius Board of Trustees and the Public Library Board, is contingent upon the review and approval by the county attorney for Lake County.
2. Within 10 days of adoption by both bodies, and prior to implementation, the agreement shall be filed with the County Clerk.
3. The agreement shall be in full force and effect within 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.
4. Either party may terminate this agreement with 60 days written notice from one party to the other with or without cause. The termination shall become effective at the beginning of the next fiscal year (July 1). Such termination does not absolve the school district and the Public Library Board from satisfying any federal entity requirements assigned to this joint library project. Both parties agree to the following as the process for distribution of assets should such become necessary:
  - A. Upon termination all property purchased solely by the Public Library Board or solely by School District #28, either before or during the term of this agreement, shall revert to the entity which bought the property.
  - B. Upon termination, the party to whom the written notice of intent to terminate is given shall have the option to purchase all property jointly purchase during the term of the agreement at its fair market value at the time of termination, subject to the provisions of 20 – 6 – 604 MCA. The fair market value of such properties is to be mutually agreed upon by the town and school district. If the Public Library Board and School District are unable to agree on the fair market value of such jointly purchased property, then the fair market value

shall be determined by three appraisers, one chosen by the Public Library Board, one chosen by the School District, and one chosen by the other two appraisers.

- C. Jointly purchased property shall be divided between the town library and the school district in the same proportion to the original amount of money each entity contributed to the purchase of the materials being divided.
- 5. This agreement may be amended at any time by mutual written consent of the parties involved. Amendments may not conflict with federal entity requirements.
- 6. This agreement shall be reviewed every three years by all parties involved.

VIII. Conflict:

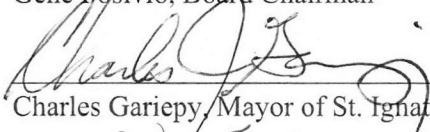
- 1. In the event of a disagreement regarding the application of this interlocal agreement, a representative appointed by the Public Library Board and a representative appointed by the St. Ignatius Board of Trustees will meet to review the situation and recommend a resolution to both boards.
- 2. A complete description of the grievance will be provided in writing to each board by the grieving party.
- 3. If both boards do not adopt the recommended resolution or the representative cannot agree on a resolution, no changes will be made in the interlocal relationship.



Gene Posivio, Board Chairman

2-25-15

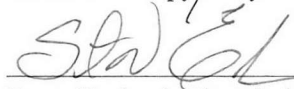
Date



Charles Gariepy, Mayor of St. Ignatius

3.3.15

Date



Steve Eschenbacher, Lake County Attorney

12 Mar 15

Date