

School/Community Library

INTERLOCAL AGREEMENT

INTERLOCAL AGREEMENT BETWEEN TOWNSEND SCHOOL, K-12 DISTRICT #1, AND THE COUNTY OF BROADWATER TO COOPERATE IN THE PROVISION OF LIBRARY SERVICES TO THE RESIDENTS OF BROADWATER COUNTY.

WHEREAS, the County of Broadwater and the School District are both authorized by law to provide libraries; 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 School District and County which will result in equitable library service to all residents of the County; and

WHEREAS, the County and the School District are desirous of entering into a contract whereby library services can be provided from a central facility located within Townsend and operated through the joint efforts and authority of both parties;

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

- I. As hereinafter provided, the County Commissioners of Broadwater County and the Board of Trustees of Townsend Schools agree to support the functions of the joint school-public library within Broadwater County and agree to provide the services of the school-public library to all residents of Broadwater County. The joint school-public library shall be known as the Broadwater School & Community Library.
- II. **The Board of Trustees**
 - A. The Board of Trustees shall be composed of five (5) voting members appointed as follows:
 1. Two members shall be appointed by the School Board.
 2. Two members shall be appointed by the County Commissioners.

3. After the appointment of these four members, the four will select the fifth member of the Board.
4. The superintendent of Townsend Schools shall serve as a non-voting member of the Board.

B. Terms

1. Trustees shall hold their offices for five years from the date of appointment and shall serve until their successors have qualified. All terms shall expire on June 30. Before August 1 of each year, a trustee shall be appointed to replace the retiring trustee.
2. Initial appointments pursuant of this Agreement shall be staggered such that one School District appointee shall be appointed for three years and one for two years; one County appointee shall be appointed for one year, and one for four years. The at-large fifth appointee shall be appointed for five years. Following the expired terms of the initial appointments, all terms shall be for five years.
3. All vacancies, whether by resignation, expiration of term, or otherwise, shall be filled by appointment by the School District or Commissioners, depending on which agency appointed the trustee whose position becomes vacant. A vacancy occurring in the 5th or at large position shall be filled by appointment by the other four members of the Board of Trustees.
4. Trustees shall serve no more than two full five-year terms in succession.

C. Powers, Duties, and Responsibilities of the Library Board of Trustees

1. The Library Board of Trustees shall adopt bylaws and rules consistent with State law for its own transaction of business and for the governance of the Library, including the days, time, and number of regular meetings of the Board. The Board shall select a chairperson and vice-chairperson to serve one-year terms which may be consecutive and unlimited in number.
2. The Library Board of Trustees shall be responsible for developing policy regarding the general operations and care of the Library. Such policies shall incorporate standard protections such as the "Library Bill of Rights" and the "Freedom to Read Statement" among others to insure maximum opportunity to provide the full range of quality library services to all the students and citizens of Broadwater County.

3. The Library Board of Trustees shall have the power to contract, 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.
4. The Library Board of Trustees will contract with the School District to manage the personnel, financial, purchasing, insurance-related, and day-to-day operations of the Library. After the initial development of these management policies, the School district will review them with the Library Board.
5. The Library Board shall be directly responsible for the selection of the public librarians. The School District shall continue to be responsible for the selection of the school librarians and library aides. After consultation with the Library Board, the School District shall designate one of the full time librarians to be the Chief Librarian. Librarians will be expected to attend all Library Board meetings and to provide such reports that the Library Board may so request.
6. The library board will work with the Chief Librarian to agree on an annual work plan, provide ongoing feedback on performance, and provide an annual performance evaluation in conjunction with the school principal.
7. The Library Board will work with the School District to meld current school library policy and public library policy with particular attention to key policies affecting materials selection and weeding criteria, challenges to collection and censorship.
8. All policies relating to the joint school-public library whether developed by the Library Board or the School District will be compiled in written form; approved by the School Board; and reviewed every three years by all three governing bodies.
9. The Library Board shall be the primary governing body for the resolution of complaints or grievances arising from the operation of the school-public library. However, should it become necessary, the complaint or grievance can be taken the School Board.

III. Budget and Finance

- A. Each year, the Superintendent and Clerk with input from the Chief Librarian shall prepare an annual budget to be submitted at the regularly scheduled April Library Board Meeting for approval. The Library Board will review the budget; make any necessary modifications. It will be presented at a school board meeting and sent to the County Commissioners.

B. The School District shall:

1. Provide all utilities, janitorial, and maintenance care year round.
2. Provide funds for general operation of the library as well as a materials budget for meeting the needs of the school population.
3. Provide all accounting and payroll services.
4. Provide necessary property, liability, and workmen's compensation coverage.

C. The County Commission shall:

1. Provide the approved level of funding for the general operation of the library as well as for a materials budget to meet the non-school needs of the population.
2. Levy the maximum number of mills allowed by law, unless otherwise limited by other statutes, for support of the public library. Funds raised by those mills will be transferred to the School District's general fund to be expended by the School District for the operation of the school-public library.
3. Maintain the library depreciation reserve fund established in accordance with MCA 22-1-305-307 for the acquisition and replacement of property, equipment and improvements necessary to maintain and improve library services.
4. Make equal monthly payments to the school district for the amount budgeted by the library board of trustees.

IV. Library Access and Hours

- A. Public library patrons of all ages shall be granted unlimited access to the facility for a number of hours per week equal to, or greater than, the present hours (25) being provided at the county library. Every effort will be made to provide additional hours of public access as soon as it is feasible.
- B. 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 County Commissioners, is contingent upon its review and approval by the attorney for the County of Broadwater.
- B. Within ten (10) days of adoption by both bodies (School District and the County Commissioners) and prior to implementing it, the agreement shall be filed with the county clerk and secretary of state.
- C. 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.
- 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. Such termination does not absolve the School District and the County Commissioners from satisfying any federal equity requirements assigned to this joint library project. Both parties agree to the following as the basis for termination should such become necessary:
 - 1. That, in regard to the library building itself, the value of each board's contribution is equal to that of the percentage each contributed to the total construction cost, including all sources of funding.
 - 2. That, for the initial furnishing and stocking of the library (from existing properties), the contribution of each board is equivalent to the percentage as in D.1. above.
 - 3. That, there shall be an ongoing accounting by the clerk of the School District of the percentages contributed by both parties as the library becomes operational.
 - 4. That any depreciation of value of property, either from the initial phases of this joint library, or once the library is operational, shall be at an agreed-upon rate and shall be applied equally to all property of the joint library.
 - 5. Upon termination by mutual consent, a determination of all right, title and interest in real and personal property, including permanent improvements, shall be made by mutually agreeable means, and a settlement shall be reached which is agreeable to both parties. Such settlement shall take into account issues such as federal equity in the building.

- E. This agreement may be amended at any time by mutual written consent of the parties involved except for federal equity requirements as noted in Section V. d. above.
- F. This agreement shall be reviewed every three years by all parties involved.
- G. It is agreed by both parties that the real property housing the school-public library and all furniture, materials, and equipment therein shall be held in the name of the School District. In the event of termination, Section D. 5. above holds.

In addition to the parties involved, this agreement has also been reviewed by John Flynn, Broadwater County Attorney.

FOR THE BOARD OF TRUSTEES OF TOWNSEND SCHOOLS:

Bruce Feddes, Chairman

Date

FOR THE BROADWATER COUNTY COMMISSIONERS:

Jim Hohn, Chairman

Date