

PUBLIC LIBRARY CERTIFICATION

This certifies that our library

Bitterroot Public Library
(library name)

qualifies as a "public library"
formed under either Title 7 or
MCA § 22-1-303 through 22-1-317

Attached is the legal documentation
establishing our library under the above.

Margaret Johnson

Library Board Chairperson

Gloria Langstaff

Library Director

9-23-97

Date

INTERLOCAL LIBRARY CONTRACT

THIS AGREEMENT, made and entered into this 8th day of July, 1987, by and between the County of Ravalli, a political subdivision of the State of Montana, and the City of Hamilton, a municipal corporation.

W I T N E S S E T H :

WHEREAS, the City and the County are desirous of entering into a contract whereby library services will be provided for all residents of the District from a central facility located within the City and operated by the joint efforts and authority of both parties; said District will encompass all land and property now located in the Hamilton, Corvallis and Victor school districts, excluding the incorporated town of Pinesdale; the school districts are named only for boundary purposes and the school district boundaries are named to designate the boundaries of the District.

WHEREAS, the creation of a District will better serve the needs and convenience of the residents of the District and allow fair allocation of the tax burden among those using the Library services.

NOW, THEREFORE, the parties hereto agree as follows:

1. BOARD OF TRUSTEES. There is hereby established a joint city-county library to be known as the Bitterroot Public Library, the principal building and facilities for which shall be located within the City of Hamilton. The operation of the library shall be governed by a Board of Trustees who shall be appointed and hold office in the manner and for the terms described: the City Council shall appoint two members, both of whom must be residents of the District, one of whom must be a city resident, one of whom shall serve a term of one year and the other shall serve a term of four years; Board of County Commissioners shall appoint two residents of the District, one of whom shall serve a term of two years and one of whom shall serve a term of three years; the Board of County Commissioners and the City Council shall jointly appoint the fifth member who shall serve a term of five years; thereafter, each person appointed shall serve a term of five years and vacancies on the Board shall be filled by appointment by the City Council or the Board of County Commissioners or both, depending upon which of those bodies appointed the original trustee for that particular term.

The Library Board shall consist of said five trustees. Not more than one member of the governing body shall be, at any one time, a member of such Board.
2. TERM AND SALARY OF BOARD. Vacancies on the Board of Trustees for unexpired terms shall be filled as soon as possible in the manner in which members of the Board are regularly chosen. A trustee shall not receive a salary or other compensation for services as trustee, but necessary expenses actually incurred shall be paid from the library fund. A library trustee may be removed only by vote of the City Council or the Board of County Commissioners or both, depending upon which of those bodies appointed the original trustee for that particular term. Trustees shall serve no more than two full terms in succession.
3. POWERS OF BOARD. The Board of Trustees shall have the powers and duties set forth in MCA 22-1-309, or its successor provision which by this reference is incorporated herein. The Board shall select one of its members as Chairman, and such other officers as they may deem necessary, for one (1) year terms.

4. FINANCING THE LIBRARY. The Board of Trustees shall submit its budget proposal to the City Council and the Board of County Commissioners in sufficient time for each to include the recommendations in their annual budget considerations.

Estimated costs of services: The estimated costs of services will be \$51,000.00 annually. This will be obtained by a district wide levy in excess of the county wide levy; the sum of the district levy and county levy will not exceed 5 mills. Additional services may be provided through grants or other non-mill levied sources.

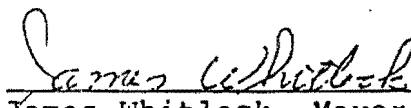
The financing of the District has been obtained from several sources:

1. Operation\$ 50,900.00
2. ICLIS Project (funded by Kellogg Grant)\$ 42,827.00
3. Furnishings and book purchases (Grants).....\$ 19,200.00
4. Building and renovation and furnishings (from existing Hamilton City Library funds, grants, and donations, and future grants and donations).....\$355,000.00

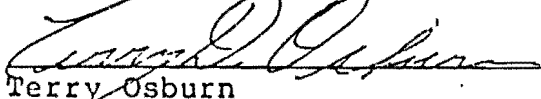
The library shall be supported by a library tax on all property within the District, consistent with MCA 7-11-1112 and MCA 22-1-304.


The City of Hamilton shall have custody of the funds of the Bitterroot Public Library, and the Treasurer of Ravalli County shall transfer quarterly to the City all monies collected for the joint Bitterroot Public Library.

5. OWNERSHIP AND DISPOSITION OF PROPERTY. The property of the District, both real and personal, including the real property lease from the City of Hamilton, Montana, will be held by and in the name of the District.
6. DURATION. The duration of this Agreement shall be perpetual. The Agreement may be terminated by mutual consent accomplished by Notice of Termination in writing delivered between the parties and effective after a ninety day period.
7. CONDITION FOR EFFECT. This agreement shall become effective upon adoption and approval of The Multijurisdictional Service District as provided in MCA 7-11-1101 and 7-11-1112.


James Whitlock, Mayor

ATTEST:


Terry Osburn
Administrative Assistant


Chairman, Board of Commissioners
F. B. Tossberg

ATTEST:

County Clerk and Recorder