

# PUBLIC LIBRARY CERTIFICATION

This certifies that our library

(Preston) Hot Spring Town / County 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.

Arita McCoy  
Library Board Chairperson

Jean Patton  
Library Director

Sept 11, 1997  
Date

*Copy*

the original as the same appears, of record. 1  
ATTEST THIS 12<sup>th</sup> day of April 19 96  
Shirley Wolleston  
County Clerk & Recorder  
By Brenda Franck  
Deputy

AMENDED INTERLOCAL AGREEMENT BETWEEN THE TOWN OF HOT SPRINGS AND THE COUNTY OF SANDERS TO COOPERATE IN THE PROVISION OF LIBRARY SERVICES TO THE RESIDENTS OF SCHOOL DISTRICT 14J

WHEREAS, the Town of Hot Springs, (hereinafter designated Town) and the County of Sanders, (hereinafter designated County) are both authorized by law to provide public libraries; and

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

WHEREAS, the interlocal agreement method provides a more suitable and efficient mechanism for the joint provision of library services than the provision of Part 3, Chapter 1, Title 22.

WHEREAS, the purpose of this agreement is to provide a basis for cooperation between the Town and County which will result in equitable library service to all residents of School District 14J, (hereinafter designated District); and

WHEREAS, the Town of Hot Springs, and County of Sanders are desirous of entering into a contract whereby library services continue to be provided from a central facility

located within Hot Springs and operated through the joint efforts and authority of both parties, and

WHEREAS, the Town and County have agreed to furnish funds and revenues to assist in the operation of the joint Town-County Library pursuant to the laws of the State of Montana;

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 Town-County Library under the terms, conditions and covenants herein contained and it is mutually agreed as follows:

I. Hot Springs Town-County Library.

As hereinafter provided, the Town and County agree to support the functions of the joint Town-County Library within the County of Sanders, and agree to provide the services of the public library to all residents of the District. The joint Town-County Library shall be known as the Hot Springs Town-County Library.

II. Board of Trustees.

(1) The Board of Trustees shall be composed of five (5) members appointed as follows:

a. Two members residing within the Town shall be appointed by the mayor, with the advise and consent of the Town Council).

b. Three members shall be appointed by the Board of County Commissioners.

(2) Terms:

a. Trustees shall hold their offices for five (5) years from the date of appointment and shall serve until their successors have qualified. All terms shall expire on December 31. Before The 1st of each year, a trustee shall be appointed to replace the retiring trustee.

b. Initial appointments pursuant to this agreement shall be staggered such that one Town appointee shall be appointed for three (3) years and one for one (1) year; one County appointee shall be appointed for two (2) years, and one for four (4) years, and one shall be appointed for five (5) years.

c. All vacancies, whether by resignation, expiration of term, removal for cause, or otherwise, shall be filled by appointment by the County Commissioners or the Mayor, depending on which agency appointed the trustee whose position becomes vacant. If a member is appointed to serve an unexpired term of office it shall be considered a full term of office.

d. Trustees shall serve no more than two (2) full terms of five (5) years in succession. However, trustees who have served more than five (5) years prior to the effective date of this agreement shall serve no more than one five (5) year term under this Agreement.

### III. Duties of Trustees.

(1) The Library Board of Trustees shall be the policy making body of the Library, having control over expenditures of the Public Library fund, of construction or lease of library buildings, and of the operations and care of the Library.

(2) The Library Board shall appoint and set the compensation subject to the budgetary authority of the Town, and the County, of the Library Director (Chief Librarian) and shall hear grievances from library employees. The Library Director shall hire and fire other employees of the Library in accordance with State law.

(3) The Library Board shall prescribe the duties and responsibilities of the Library Director and other employees.

(4) The Library Board shall adopt by laws and rules not inconsistent 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 chairman and vice-chairman to serve one (1) year terms which may be consecutive and unlimited in number.

(5) The Library Board shall prepare an annual budget for submission to the governing bodies which are party to this Agreement.

(6) The Library Board shall have the power to contract, receive or deliver library services, to acquire and hold land and to accept gifts, grants, donations or bequests consistent with State law.

(7) The Library Board shall, at the end of each fiscal year, make and render to the Town and County a complete statistical and financial report of the operation of

the Library.

(8) a. The Board of Trustees shall oversee the development of additional funding sources to supplement Town-County appropriations.

b. The Library Board is encouraged to continue its present policies of accepting volunteer help in the operation of the Library, and is encouraged to accept and solicit gifts to assist in Library operations and capital improvements.

c. A report on funding from such other sources including gifts shall be included in the library's budget presentation.

#### IV. Budget and Finance.

The Town and County agree to fund the library budget on the following basis:

(1) Sanders County agrees to support the library to the best of its ability and therefore agrees to contribute an amount up to the sum collected from the maximum mill levy allowed by law. The County may supplement the countywide mill levy for libraries from other sources if it determines that additional funds are necessary. The Town agrees to contribute an amount determined annually by the Town Council to be a necessary or desirable supplement to the district wide mill levy. There is no obligation on the part of the Town to appropriate any amount in addition to the amount raised by the District wide mill levy.

(2) Funds may be placed in a library depreciation reserve fund for acquisition and replacement of property, equipment and improvements necessary to maintain and improve library services. This fund may be expended, invested and held in accordance

with MCA 22-1-307.

(3) A category of special budget requests funded by sources of revenue other than local taxes may be considered for projects such as capital improvements, long term funding commitments or special one time allocations. These will be reviewed and must be approved by both the Town and County for inclusion in the Budget.

(4) The town agrees to act as fiscal agent and to supply administrative services to the Town-County Library, including personnel support, services for compliance with Federal and State law, contract negotiation and administration, recruiting and record keeping, payroll and accounting, and other administrative support activities necessary to the continued operation of the library. The County agrees to provide the counsel of the County Attorney with regard to legal issues.

V. Effective Date, Duration, Dissolution.

(1) This Agreement shall become effective on \_\_\_\_\_. It shall remain in effect until termination by either party pursuant to the termination provisions set forth herein. This Agreement may be amended from time to time by mutual agreement of the Town and County.

(2) Either party may terminate this Agreement by action of the governing body and upon the giving of at least ninety (90) days notice in writing to the other governing body. The termination shall become effective at the beginning of the next fiscal year.

(3) In the event this Agreement is dissolved, the furniture, equipment, monies

and other assets acquired prior to effective date, shall be returned to each unit of government on an equal basis. Assets acquired after effective date of this Agreement shall be divided on a pro-rata basis according to proportion of contributions to the annual library budgets. In no event shall assets of the Town-County Library be used for non library purposes unless express permission is granted by both governing bodies. All real property shall likewise be distributed and re-assigned for library purposes unless there is an express agreement to the contrary.

Employees retained by either a County or Town Library shall retain all rights and benefits as accrued while employed under this Agreement.

DATED this 11th day of April, 1996.

SANDERS COUNTY BOARD  
OF COUNTY COMMISSIONERS

By: *Cherie Hooten*  
Chairman - Cherie Hooten

By: \_\_\_\_\_  
Member - Carol A. Brooker

By: *Stephen D. Wheat*  
Member - Stephen D. Wheat



TOWN OF HOT SPRINGS, BY:

Irwin O. Bangen  
Mayor

Reggie Winkler  
Town Council, Member

Brad Abney  
Town Council, Member

C.M. Peterson  
Town Council, Member

Lola McLaughlin  
Town Council, Member

James Dildy  
Town Clerk

ATTEST:

Tillie Wollaston, clkrec  
by Brenda Franck, dep  
Tillie Wollaston  
Sanders County Clerk and Recorder

APPROVED AS TO FORM AND CONTENT:

Robert Slomski  
Robert Slomski  
Sanders County Attorney

Vertical stamp or text on the left side of the page, partially illegible.