

Roundup Community Library Interlocal Agreement

Interlocal agreement between Roundup School District 55 and 55H hereinafter called the School, the County of Musselshell hereinafter called the County and the City of Roundup hereinafter called the City, to cooperate in the provision of Library Services to the residents of Musselshell County.

Whereas, the School, the County and the City are authorized by law to provide libraries; and

Whereas, Section 7-11-101 through 108, Montana Code Annotated (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, the County and the City which will result in equitable library service to all residents of the County; and

Whereas, the School, the County and the City are desirous of entering into a contract whereby library services can be provided from a central facility located within Roundup and operated through the joint efforts and authority of all 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 as follows:

- I. Roundup Community Library
 - A. As hereinafter provided, the School Board of said School, the County Commissioners of said County and the City Council of said City agree to support the functions of the joint school-public library within Musselshell County and agree to provide the services of the school-public library to all residents of Musselshell County. The joint school-public library shall be known as the Roundup Community Library.
 - B. It is expressly agreed by the parties hereto that the real property housing the Roundup Community Library shall be the property of the School and that all furniture, fixtures, books and supplies purchased with County and City funds shall become the property of the Roundup Community Library and that all furniture, fixtures, books and supplies purchased with School funds shall remain the property of the School.

II. The Library Board of Trustees

A. The Library Board of Trustees shall be composed of five (5) voting members appointed as follows:

1. One member shall be appointed by the School.
2. One member shall be appointed by the County.
3. One Member shall be appointed by the City.
4. Two members at-large shall be appointed by the Library Board of Trustees.
5. The Roundup Junior High/Senior High Librarian, the Roundup Central School Librarian and the Roundup Community Librarian shall be non-voting members of the Library Board of Trustees.
6. The Community Librarian shall serve as the secretary to the Library Board of Trustees.

B. Terms

1. Trustees shall hold their offices for five (5) years from the date of appointment and shall serve until their successors have been approved. All terms shall expire on June 30. Before July 1 of each year, a trustee shall be appointed to replace the retiring trustee.
2. All vacancies, whether by resignation, expiration of term, or otherwise, shall be filled by appointment by the School, the County, the City or the Library Board of Trustees, depending upon which agency appointed the trustee whose position becomes vacant.
3. Trustees shall serve no more than two (2) full five (5) 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 Roundup Community Library, including, time and number of regular meetings of the Library Board of Trustees. The Library Board of Trustees shall select a chairperson, vice-chairperson and member of the South Central Federation Advisory Board to serve one-year terms which may be consecutive.

2. The Library Board of Trustees shall be responsible for developing policy regarding the general operations and care of the Roundup Community Library. Such policies shall incorporate standard protections such as the "Library Bill of Rights" and the "Freedom to Read Statement"(Appendix I) to insure maximum opportunity to provide the full range of quality library services to all the citizens of Musselshell 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.
4. The Library Board of Trustees shall be directly responsible for the selection, supervision, evaluation and termination of said Community Librarian(s). Said annual evaluation shall be completed by May 31.
5. The Library Board of Trustees shall be responsible for approving the Collection Development Policy of the Roundup Community Library prior to the approval of the Collection Development Policy by the School, the County and the City. The Collection Development Policy contains policies affecting materials selection, weeding criteria and challenges to the collection. The Collection Development Policy will be reviewed every five(5) years.
6. The Library Board of Trustees shall be the primary governing body for the resolution of complaints or grievances arising from the operation of the Roundup Community Library.
7. The Library Board of Trustees will be responsible for providing an annual state of the library report to the School, the County and the City by April 30.

III. Budget and Finance

A. The Community Librarian shall:

prepare an annual budget by May 31 and submit it to the Library Board of Trustees for approval. The Library Board of Trustees will review the budget and make any necessary modifications. Once the Library Board of Trustees has adopted the budget, it will refer the budget to the School, the County and the City for review.

B. The School shall:

1. Provide all utilities, janitorial and maintenance care year round.
2. Provide a school librarian who will be in charge of the facility during school hours.
3. Provide funds for general operation of the Roundup Community Library as well as a material budget for meeting the needs of the school population.
4. Provide all accounting and payroll services.
5. Provide necessary property and liability coverage.

C. The County shall:

1. Provide funding for the general operation of the library as well as for a materials budget to meet the non-school needs of the population, as agreed upon by the County.
2. Funds will be transferred to the School's Interlocal Library Fund, line item 281, to be expended by the School for the operation of the Roundup Community Library.

D. The City shall:

1. Provide funding for the general operation of the library as well as for a materials budget to meet the non-school needs of the population, as agreed upon by the City.
2. Funds will be transferred to the School's Interlocal Library Fund, line item 281, to be expended by the School for the operation of the Roundup Community Library.

E. The School, County, City shall:

1. Share equally in any liability arising from the operation of the Roundup Community Library.

IV. Library Access and Hours

- A. The Roundup Community Library shall be accessible by all patrons during posted library hours except:
 1. In the event of an emergency.
 2. At special times when the public shall be notified.

The Community Librarian shall provide a minimum of twenty (20) hours of public access per week, except in the event of an emergency or at special times when the public shall be notified.
- B. To the greatest extent possible, all services and materials will be equally available to all library users. Prior to use of specialized equipment patrons may be asked to demonstrate proficiency in its operation.

V. Effective Date and Duration

- A. Within ten (10) days of adoption by all parties (School, County and City) and prior to implementing it, the agreement shall be filed with the County Clerk, the Secretary of State and the Montana State Library.
- B. The agreement shall be in full force and effect within thirty (30) days of the approval of all parties.
- C. This agreement shall remain perpetually in effect unless amended by mutual written consent of all parties involved.
- D. The School, the County and/or the City may terminate the respective entity's rights and obligations of their Roundup Community Library Interlocal Agreement by giving written notice no later than April 15. Termination of the respective entity's rights and obligations of the Roundup Community Library Interlocal Agreement shall be no earlier than the end of that current fiscal year.

VI. Review Schedule

On a yearly basis, the School, County and City shall meet to review the existing Roundup Community Library Interlocal Agreement and the status of the collective effort.

Roundup Community Library Interlocal Agreement Signature Page

Signatures:

School District 55 and 55H

Carolyn Dillman
Carolyn Dillman School Board Chairperson

Date 12/10/12

Attest: [Signature]
Carmen Eiselein School Clerk/Business Manager

Date 12/10/2012

City of Roundup

[Signature] Mayor
William Edwards Mayor

Date 11-20-12

Attest: [Signature]
Ronni Nace City Clerk

Date 11/20/12

Musselshell County

Sue M. Olson
Sue Olson Chairperson

Date 12/3/12

Attest: [Signature]
Jane E. Mang Clerk & Recorder

Date 12-3-2012

Roundup Community Library

[Signature]
Kathy Pfister Chairperson

Date 11-20-12

Attest: [Signature]
Vivian Edwards Community Librarian

Date 11/20/12