

# PUBLIC LIBRARY CERTIFICATION

This certifies that our library

Dutton 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.

[Signature]

Library Board Chairperson

[Signature]

Library Director

12-29-00

Date

## JOINT CITY-COUNTY LIBRARY AGREEMENT

This Agreement, made and entered into by and between Teton County (hereinafter "County") and the cities of Choteau, Fairfield and Dutton (hereinafter "Cities"), each a municipal corporation:

### WITNESSETH:

WHEREAS, Section 22-1-316, MCA (1999), provides for a county and any city or cities within the county to join in establishing and maintaining joint city-county libraries under the terms and conditions of a contract; and,

WHEREAS, the cities of Choteau, Fairfield and Dutton have resolved to enter into a contract with the County to establish joint city-county libraries in Choteau, Fairfield and Dutton; and

WHEREAS, the voters of Teton County have passed Initiative No. 1 to require the Board of Teton County Commissioners to contract for the establishment of joint city-county libraries in Choteau, Fairfield and Dutton; and

WHEREAS, library services will be provided during the term of this Agreement for all residents of the County from central facilities located within the Cities that are operated by the joint efforts and authority of all parties; and

WHEREAS, the County and Cities have agreed to furnish funds, revenue and property to assist in the operation of the Joint City-County Libraries 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 making this Agreement establishing and maintaining Joint City-County Libraries in the Cities. This contract is adopted under the statutory authority of Title 22, Chapter 1, Part 3, MCA (1999);

### 1. CITY-COUNTY LIBRARIES:

- (A) There are hereby established three (3) joint city-county libraries within the cities of Choteau, Fairfield and Dutton that are to be known as the "Choteau Public Library," the "Fairfield Public Library" and the "Dutton Public Library."
- (B) The principal buildings and facilities for each library will be located within the three separate cities.

## **2. LIBRARY BOARD OF TRUSTEES:**

- (A) The operation of the three libraries shall be governed by a Library Board of Trustees (hereinafter "Trustees") consisting of five (5) members who shall be appointed and hold office in the manner and for the terms described:
1. The three City Councils shall each appoint one member from their respective cities who must be a resident of that city. One appointee will serve a term of one (1) year; one will serve a term of three (3) years; and one will serve a term of five (5) years.
  2. The Teton Board of County Commissioners shall appoint two (2) members from the area of the county not within the city limits of the Cities. One appointee will serve a term of two (2) years, and one will serve a term of four (4) years.
  3. After the initial appointments, each person subsequently appointed shall serve a term of five (5) years which will expire on June 30, and vacancies on the Board will be filled by appointment in the same manner as the original appointments.
  4. The Library Board of Trustees shall consist of said five Trustees, each of whom shall serve no more than two full five-year terms in succession.
  5. Advisory Boards for each library may be appointed by the Library Board of Trustees upon recommendation by the Cities and the County.
  6. Trustee shall serve without compensation, but their actual and necessary expenses incurred in the performance of their official duties may be paid from library funds upon written approval of a majority of the Trustees.

## **3. POWERS OF THE LIBRARY BOARD OF TRUSTEES:**

- (A) The Trustees shall have the powers and duties set forth in Section 22-1-309, 310, 311, 312, MCA (1999).
- (B) The Trustees shall have authority to hire and fire the personnel of the Libraries, including Directors and set the compensation thereof. The Directors and other personnel shall be considered employees of the City or Cities designated by the Trustees and shall adhere to the policies and procedures of the Trustees.

**4. BUDGET AND FINANCE:**

- (A) As provided in §22-1-316(4), MCA (1999), the City Treasurer of Choteau, Dutton, or Fairfield, as designated by the Trustees, shall have custody of the funds levied by Teton County for the Joint City-County Libraries and shall be designated as fiscal agent for the purpose of administering those library funds at the direction of the Trustees. The Teton County Treasurer shall transfer all money collected for the Joint City-County Libraries to the designated City Treasurer. Those funds levied by each individual city shall be held by their respective City Treasurers.
- (B) The Trustees shall prepare an annual budget which indicates the level of support and maintenance of the public libraries that will be required from public funds as provided in Section 22-1-309(6), MCA (1999).
- (C) The County's total contribution under this agreement to the joint city-county libraries shall be determined pursuant to Section 22-1-304 MCA.
- (D) The Cities shall provide funding, including but not limited to, the buildings, maintenance of the facilities, utilities, and insurance for the library in each of the respective cities.

**5. OWNERSHIP AND DISPOSITION OF PROPERTY:**

- (A) In the event this Agreement is terminated, the personal property of the libraries shall be returned to the Cities and County according to their proportion of contributions to the annual library budgets. All property, real and personal, acquired during the term of this Agreement, shall also be divided in like manner.
- (B) All real and personal property presently owned by the Cities shall remain the property of the Cities.
- (C) All real and personal property presently owned by the County shall remain the property of the County.
- (D) All County property shall be tagged with identification numbers. All untagged property shall be deemed the property of either the city or library wherein it exists.

**6. DURATION:**

- (A) This Agreement becomes effective upon adoption and execution by all parties.

- (B) This Agreement may be terminated by mutual written agreement of all parties.
- (C) This Agreement may be amended by mutual consent of the parties at any time provided the amendment is in writing, attached to the original agreement, and signed by their respective governing bodies.
- (D) Each of the Cities and the County shall have an Agreement on file and any amendments shall be attached to all originals.
- (E) This Agreement remains in effect until June 30, 2001, at which time, it is automatically renewed on an annual basis unless terminated or modified.

**7. EXECUTION OF AGREEMENT:**

This Agreement shall be signed by the respective Mayors of the Cities upon resolution therefore by the city councils and by the Chairman of the County Commissioners upon resolution therefore by the Board.

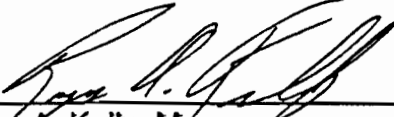
[SIGNATURE PAGES FOLLOW]

**SIGNATURE PAGES**

**CITIES:**

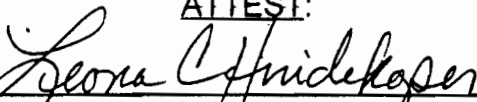
**Date:**

**CITY OF CHOTEAU:**

  
\_\_\_\_\_  
Roger A. Kelly, Mayor


Sept. 5, 2000.

**ATTEST:**

  
\_\_\_\_\_  
for Mike F. Hagel, Choteau City Clerk

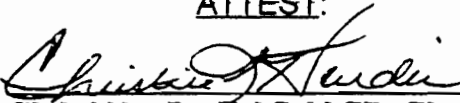
Sept. 5, 2000.

**CITY OF FAIRFIELD:**

  
\_\_\_\_\_  
Charles Rex Manual, Mayor  
Lillian I. Alfson

Nov 27, 2000.

**ATTEST:**

  
\_\_\_\_\_  
Christi Hardin, Fairfield City Clerk

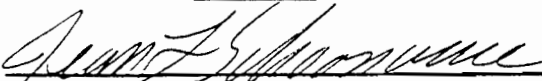
NOV. 27, 2000.

**CITY OF DUTTON:**

  
\_\_\_\_\_  
Robert C. Goodett, Mayor

Sept. 11, 2000.

**ATTEST:**

  
\_\_\_\_\_  
Jean L. Schoonover, Dutton City Clerk

9/11, 2000.

**TETON COUNTY BOARD OF COUNTY COMMISSIONERS:**

Adam F. Dahlman  
Adam F. Dahlman, Chairman

8-3, 2000.

**ATTEST:**

Stella Plachetka  
Stella Plachetka, County Clerk

8-3, 2000.



1515 East 6th Avenue • Helena, Montana 59620-1800 • 406-444-3115  
FAX 406-444-5612 • <http://msl.mt.gov>

July 16, 1998

Phyllis Goodmundson  
Dutton Public Library  
General Delievery  
Dutton, MT 59433-9999

Dear Phyllis,

Congratulations! All the paperwork for the legal establishment of the Dutton - Teton Library has been received and is on file at the Montana State Library. Thank you for all your efforts. I understand that a signed copy of the Public Library Certification form will be sent to me as soon as the new board has had a chance to meet.

Please call me if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Darlene Staffeldt".

Darlene Staffeldt  
Director, Statewide Library Resources

cc: John Finn, Statewide Technology Librarian  
Kenneth R. Olson, Attorney-at-Law



# PUBLIC LIBRARY CERTIFICATION

This certifies that our library

DUTTON PUBLIC

(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.

[Signature]

Library Board Chairperson

Phyllis M. Goodmanson

Library Director

29 July 1998

Date

RESOLUTION 1997-98-L4

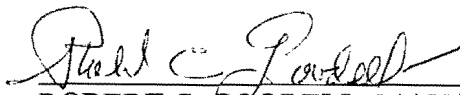
WHEREAS; THE TOWN OF DUTTON IS INCORPORATED AND ORGANIZED UNDER THE LAWS OF MONTANA, AND

WHEREAS; SECTION 22-3-316MCA, PROVIDES FOR A COUNTY AND ANY CITY OR CITIES WITHIN THE COUNTY TO JOIN IN ESTABLISHING AND MAINAINING JOINT CITY COUNTY LIBRARIES UNDER THE TERMS OF A CONTRACT, AND

NOW, THEREFORE; THE AGREEMENT, MADE AND ENTERED INTO THIS 26TH DAY OF MAY, 1998, BY AND BETWEEN THE COUNTY OF TETON, AND THE CITY OF DUTTON IN ESTABLISHING AND MAINTAINING A JOINT CITY-COUNTY LIBRARY IN THE TOWN OF DUTTON.

PASSED; BY THE DUTTON TOWN COUNCIL AND APPROVED Y THE MAYOR THIS 26TH DAY OF MAY, 1998.

APPROVED:

 5-26-98  
ROBERT C. GOODELL, MAYOR

ATTESTED:

  
JEAN L. SCHOONOVER, CLERK

**KENNETH R. OLSON**  
ATTORNEY-AT-LAW

*Suite 316  
600 Central Plaza  
Great Falls, MT 59401  
Phone (406) 727-6263*

July 10, 1998

State Library  
Attn: Darlene  
1515 East 6th Avenue  
Helena, Montana 59620-1800

Re: Interim Joint City-County Library Agreement

Dear Darlene:

Enclosed herewith, please find a copy of the Interim Joint City-County Library Agreement executed by the respective governing boards or their representatives.

Thank you for your attention hereto. If you have any questions, please do not hesitate to contact me.

Sincerely,

  
\_\_\_\_\_  
KENNETH R. OLSON

KRO

cc: Robert Goodell  
Russell Andrews  
Bob Woodahl  
Kyle Cunningham

Enclosure

***INTERIM***  
**JOINT CITY-COUNTY LIBRARY**  
**AGREEMENT**

This Agreement, made and entered into by and between the County of Teton, Montana, (hereinafter "County") and the cities of Choteau, Fairfield, and Dutton, Montana, (hereinafter "Cities"), each a municipal corporation:

WITNESSETH:

WHEREAS, Section 22-3-316, MCA (1997), provides for a county and any city or cities within the county to join in establishing and maintaining joint city-county libraries under the terms and conditions of a contract; and,

WHEREAS, the cities of Choteau, Fairfield, and Dutton have resolved to enter into a contract with the County to establish joint city-county libraries in Choteau, Fairfield, and Dutton; and,

WHEREAS, the voters of Teton County have passed *Initiative No. 1* to require the Board of Teton County Commissioners to contract for the establishment of joint city-county libraries in Choteau, Fairfield, and Dutton; and,

WHEREAS, the voters of Teton County have passed *Resolution 98-4* to authorize the County Commissioners to make an annual levy of \$45,000.00 (or approximately 2.84 mills per year) for establishing and maintaining joint city-county libraries; and,

WHEREAS, the governing bodies of the Cities have reservations as to the effect of the election and its legality as a limitation of the powers of the Board of Trustees of the Joint City-County Libraries under Section 22-1-304, MCA; and,

WHEREAS, the Board of County Commissioners believe that the voters have established the County's monetary obligations under the contract, and that the Library Trustees do not have the authority to impose a different contractual obligation on the County under Section 22-1-316, MCA; and,

WHEREAS, the parties recognize the possible necessity for the courts to resolve questions each has regarding the effect of said election, contract issues, and the application of certain statutes, while recognizing the need to implement library service in Teton County in response to the vote of the people; and,

WHEREAS, the parties agree to follow an orderly and agreed approach to the resolution of the legal questions each has through a declaratory judgment action and are willing to enter into an interim agreement pending the filing and resolution of said questions by said legal action; and,

WHEREAS, library services will be provided during the term of this Interim Agreement for all residents of the County from central facilities located within the Cities that are operated by the joint efforts and authority of all parties; and,

WHEREAS, the County and Cities have agreed to furnish funds, revenue and property to assist in the operation of the Joint City-County Libraries pursuant to the laws of the State of Montana;

NOW, THEREFORE, in consideration of the execution of this Interim Agreement and the mutual covenants hereinafter expressed, the parties join in making this Interim Agreement establishing and maintaining Joint City-County Libraries in the Cities. This contract is adopted under the statutory authority of *Title 22, Chapter 1, Part 3, MCA (1997)*:

**1. CITY-COUNTY LIBRARIES:**

- (A) There are hereby established three (3) joint city-county libraries within the cities of Choteau, Fairfield, and Dutton that are to be known as the "Choteau-Teton Library", the "Fairfield-Teton Library", and the "Dutton-Teton Library".
- (B) The principal buildings and facilities for each library will be located within the three separate cities.

**2. LIBRARY BOARD OF TRUSTEES:**

- (A) The interim operation of the three libraries shall be governed by a Library Board of Trustees (hereinafter

"Trustees") consisting of five (5) members who shall be appointed and hold office in the manner and for the terms described:

1. The three City Councils shall each appoint one member from their respective cities who must be a resident of that city. One appointee will serve a term of one (1) year; one will serve a term of three (3) years; and one will serve a term of five (5) years.
2. The Teton Board of County Commissioners shall appoint two (2) members from the area of the county not within the city limits of the Cities. One appointee will serve a term of two (2) years, and one will serve a term of four (4) years.
3. These members shall be appointed upon adoption and approval of this Agreement. Thereafter, each person appointed shall serve a term of five (5) years which will expire on May 30, and vacancies on the Board will be filled by appointment in the same manner as the original appointments.
4. The Library Board of Trustees shall consist of said five Trustees, each of whom shall serve no more than two full five-year terms in succession. Not more than one member of the respective governing bodies shall be, at any one time, a member of such Board.
5. Advisory Boards for each library may be appointed by the Library Board of Trustees upon recommendation by the Cities and the County.
6. Trustee shall serve without compensation, but their actual and necessary expenses incurred in the performance of their official duties may be paid from library funds upon written approval of a majority of the Trustees.

**3. POWERS OF THE LIBRARY BOARD OF TRUSTEES:**

- (A) The Trustees shall have the powers and duties set forth in Section 22-1-309, 310, 311, 312, MCA (1997), except with regard to Budget and Finance as set forth in Section 4 below.
- (B) The Trustees shall have authority to employ and discharge the personnel of the Libraries, including Librarians, and set the compensation thereof. The Librarians and other personnel shall be considered employees of the City or Cities designated by the Trustees and shall adhere to the policies and procedures of the Trustess.

**4. BUDGET AND FINANCE:**

- (A) As provided in §22-1-316(4), MCA (1997), the City Treasurer of Choteau, Dutton, or Fairfield, as designated by the Trustees, shall have custody of the funds levied by Teton County for the Joint City-County Libraries and shall be designated as fiscal agent for the purpose of administering those library funds at the direction of the Trustees. The Teton County Treasurer shall transfer quarterly all money collected for the Joint City-County Libraries to the designated City Treasurer. Those funds levied by each individual city shall be held by the respective City Treasurers.
- (B) The Trustees shall prepare an annual budget which indicates the level of support and maintenance of the public libraries that will be required from public funds as provided in Section 22-1-309(6), MCA (1997). The mill levy by the County shall remain as hereinafter established unless changed by written agreement of the parties.
- (C) The County's total annual contribution to the Joint City-County Libraries shall be \$45,000.00, or approximately 2.84 mills, with non-tax money being in addition thereto, unless changed by written agreement of the parties.
- (D) The Cities shall provide funding, including but not limited to, the buildings, maintenance of the facilities,

utilities, and insurance for the library in each of the respective cities.

**5. OWNERSHIP AND DISPOSITION OF PROPERTY:**

- (A) In the event this Agreement is terminated, the personal property of the libraries shall be returned to the Cities and County according to their proportion of contributions to the annual library budgets. All property, real and personal, acquired during the term of this Agreement, shall also be divided in like manner.
- (B) All real and personal property presently owned by the Cities shall remain the property of the Cities.
- (C) All real and personal property presently owned by the County shall remain the property of the County.
- (D) All County property shall be tagged with identification numbers. All property that is un-tagged shall be deemed the property of either the city or library wherein it exists.

**6. DURATION:**

- (A) This Interim Agreement is intended to provide library services while allowing the parties the opportunity to resolve pending legal issues through the declaratory judgment process. The parties specifically reserve all legal rights and positions they now hold, respectively, and do not surrender their legal positions by entering into this Interim Agreement.
- (B) The parties agree that all pending legal issues will be submitted to the Ninth Judicial District Court for a declaratory judgment ruling and that this Interim Agreement shall remain in effect until June 30, 1999.
- (C) The parties agree that if the declaratory judgment ruling is appealed to the Montana Supreme Court this Interim Agreement shall be automatically extended for an additional year and will then expire on June 30, 2000.



However, in the event a final appellate ruling, if an appeal is filed, has not been rendered by June 30, 2000, the parties may agree to an extension of this Interim Agreement by attaching a written agreement hereto.

- (D) The parties agree that upon the final resolution of the legal issues by the court a new Agreement will be entered into which incorporates therein the final rulings of the court.
- (E) This Interim Agreement shall become effective upon adoption and execution by all parties.
- (F) This Interim Agreement may be terminated by mutual written agreement of all parties.
- (G) This Interim Agreement may be amended by mutual consent of the parties at any time provided the amendment is in writing, attached to the original agreement, and signed by their respective governing bodies.
- (H) Each of the Cities and the County shall have an original Interim Agreement on file and any amendments shall be attached to all originals.

**7. EXECUTION OF AGREEMENT:**

This Interim Agreement shall be signed by the respective Mayors of the Cities upon resolution therefore by the city councils and by the Chairman of the County Commissioners upon resolution therefore by the Board.

[SIGNATURE PAGES FOLLOW]

**SIGNATURE PAGES**

**CITIES:**

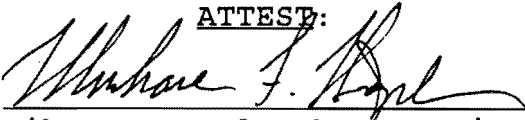
**Date:**

**CITY OF CHOTEAU:**

  
\_\_\_\_\_  
Roger A. Kelly, Mayor

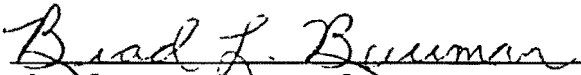
7-7, 1998.

**ATTEST:**

  
\_\_\_\_\_  
Mike F. Hagel, Choteau City Clerk

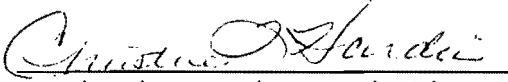
07/08/98, 1998.

**CITY OF FAIRFIELD:**

  
\_\_\_\_\_  
Charles Rex Manual, Mayor

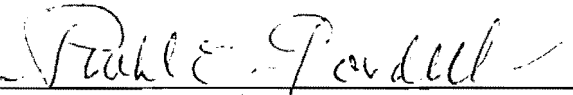
7-10, 1998.

**ATTEST:**

  
\_\_\_\_\_  
Christi Hardin, Fairfield City Clerk

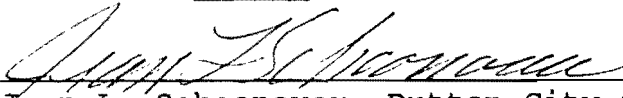
July 6, 1998.

**CITY OF DUTTON:**

  
\_\_\_\_\_  
Robert C. Goodell, Mayor

7-9, 1998.

**ATTEST:**

  
\_\_\_\_\_  
Jean L. Schoonover, Dutton City Clerk

7-9, 1998.

TETON COUNTY BOARD OF COUNTY COMMISSIONERS:

Adam F. Dahlman  
Adam F. Dahlman, Chairman

7-2, 1998.

ATTEST:

Shirley Jensen  
Shirley Jensen, County Clerk

July 2, 1998.