

PUBLIC LIBRARY CERTIFICATION

This certifies that our library

Fairfield-Teton Library

(library name)
previously known as Fairfield Public Library

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

Blanchet L. Lathen

Library Director

July 29, 1998
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.

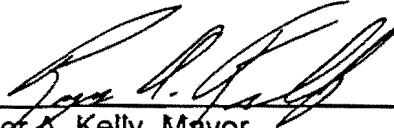
[SIGNATURE PAGES FOLLOW]

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, Chairman

8-3, 2000.

ATTEST:


Stella Plachetka, County Clerk

8-3, 2000.