

# PUBLIC LIBRARY CERTIFICATION

This certifies that our library

Drummond 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.

Frankie L. Fisher

Library Board Chairperson

Jeanne L. Lindsey

Library Director

9-17-97

Date

Ocotober 7, 1997

Resolution # 131

Chuck Reynolds moved that the foregoing resolution be adopted as introduced and read, which motion was seconded by Janice Clute and upon roll call the "Ayes" and "Nays" were as follows:

AYES		NAYS
<u>Janice Clute</u>	Council Person	
<u>Raymond</u>	Council Person	
<u>Chuck Reynolds</u>	Council Person	
<u>Gail Seper</u>	Mayor Concurred	

This resolution is to declare the Town of Drummond Library as a public Library under code MT Code 22-1-303 under sub section 1.

DRUMMOND SCHOOL – COMMUNITY LIBRARY

INTERLOCAL AGREEMENT BETWEEN DRUMMOND SCHOOL DISTRICTS 11 and 2 AND THE DRUMMOND TOWN COUNCIL/TOWN LIBRARY TO COOPERATE IN THE PROVISION OF LIBRARY SERVICES TO THE RESIDENTS OF THE DRUMMOND COMMUNITY.

WHEREAS, the Town of Drummond and the Drummond School Districts are both authorized by law to provide 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, pursuant to Section 7-11-101, MCA, a library establishment under this part as a multijurisdictional service must be administered according to the provisions of Sections 22-1-305 through 22-1-317, MCA.

WHEREAS, pursuant to Section 22-1-312, MCA, Library boards of trustees, boards of other educational institutions, library agencies, and local political subdivisions are empowered to cooperate, merge or combine in providing library services.

WHEREAS, the purpose of this Agreement is to provide a basis for cooperation between the Drummond School Districts and the Town of Drummond which will result in equitable library service to all the Drummond community; and

WHEREAS, the Town of Drummond and the Drummond School District are desirous of entering into a contract whereby library services can be provided from a central facility located within Drummond and operated through the joint efforts and authority of both 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) As hereinafter provided, the Town Council and the Board of Trustees of Drummond Schools agree to support the functions of the joint school-public library within the Town of Drummond and agree to provide the services of the school-public library to all residents of the community. The joint school public library shall be known as the Drummond School-Community Library.

II) PUBLIC LIBRARY BOARD OF TRUSTEES

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

1. Two (2) members shall be appointed by the Drummond School District Board of Trustees;
2. Two (2) members shall be appointed by the Town Council;

3. After the appointment of these four members, the other member will be appointed by the four (4) members;
4. At least one board member will be from the rural Drummond participation member area.

#### B. TERMS

1. Members of the Library Board shall serve without compensation, but their actual and necessary expenses incurred in the performance of their official duties may be paid from library funds.
2. Trustees shall hold their office for five (5) years from the date of appointment and until their successors are appointed. Initially, appointments shall be made for 1-, 2-, 3-, 4-, and 5- year terms. Annually thereafter, there shall be appointed before July 1 of each year in the same manner as the original appointments for a five-year term, a trustee to take and place the retiring trustee. Trustees shall serve no more than two (2) full terms in succession.
3. Following such appointments, in July of each year, the trustees shall meet and elect chairman and such other officers, as they deem necessary, for 1-year terms. Vacancies on the Library Board shall be filled for the unexpired term in the same manner as original appointments.

#### C. POWERS, DUTIES AND RESPONSIBILITIES OF THE LIBRARY BOARD

1. The Library Board shall adopt bylaws and rules consistent with State law and will not contradict any provisions of this Interlocal Agreement, 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 chairperson and vice-chairperson to serve one-year terms.
2. The Library Board shall be responsible for developing governing policies regarding the general operations and care of the Library. Such policies shall incorporate standard protections such as the "Library Bill of Rights" and the "Freedom to Read Statement" among others to insure maximum opportunity to provide the full range of quality library services to all students and community members. Upon approval by the Library Board such policies shall thereafter be enforceable.
3. The Library Board shall have the power to contract, receive or deliver library services and to accept gifts, donations, devices and bequests not subject to reversion at the end of the fiscal year.
4. The Library Board will handle all grievances regarding the library. For all employees, the decision concerning each grievance can be appealed to either the school board or the mayor/city council respectively.

5. The Library Board controls the expenditures of funds collected for the library and has sole authority under law for setting the library budget and authorization of library expenditures. The head librarian (who is the school librarian) and the director of the Community Library will be charged with the coordination of budgeting.
6. After consultation with the Library Board, the School District shall designate their librarian to be the Chief Librarian. The Chief Librarian will oversee the aides and community librarians. The Chief Librarian shall serve as the secretary of the board and shall serve at the pleasure of the board. The School District shall continue to be responsible for the selection of the school librarian and the library aides. Librarians may be requested to attend all Library Board Meetings and to provide such reports that the Library Board may request.
7. The Library Board will work with the school District to meld current school library policy and public library policy with particular attention to key policies affecting material selection and weeding criteria, challenges to collection and censorship.
8. All policies relating to the joint school-public library whether developed by the Library Board, the School District or the Town Council will be compiled in written form, approved at the discretion of the Library Board, and reviewed annually.
9. The Library Board shall have authority over general operations of the library according to the Library Board bylaws.

### **III. BUDGET AND FINANCE**

**A. Each year, the Chief Librarian, in consultation with the other librarians, shall prepare an annual preliminary budget by April 1 and submit to the Library Board for approval. The Library Board will submit to the Town Council a library budget for the public library services. The Library Board will also submit a "recommended" budget to the School District indicating what support may be required from school funds.**

#### **B. THE SCHOOL DISTRICT SHALL:**

1. Provide all utilities, janitorial and maintenance care year round.
2. Provide funds for general operation of the library as well as materials budget for meeting the library needs of the school district. The school district will only be responsible for the salary and benefits of the school librarian and other staff needed by the school district to meet the needs of the district and will not have any financial responsibilities for the salary, benefits, etc. of non-school district employees.
3. Provide necessary property, as well as workman's compensation coverage for all school district personnel.
4. Provide school personnel payroll and accounting services.

5. Provide accounting services and reports for purchases made with public school and public library dollars.

C. THE TOWN COUNCIL SHALL:

- a. Provide budget line items in the Public Library Budget for the needs of the non-school population.
- b. Fund the public library budget according to MCA 15-10-420 (approximately 7 mills.)
- c. Provide the necessary information and revenue for the Revenue Account 365020 and Investment Earnings Account 371020.
- d. Provide for payroll accounting such as payroll, workers' compensation, applicable benefits, etc. for community library personnel.

D. GRANT FUNDS AND TRUST FUND ACCOUNTS

1. Grant funds are not used to reduce the general fund budget – they are to be used for those purposes for which they were granted.
2. Trust funds are not part of the general fund, but are set aside for specific library projects and purposes, as implied in their titles.

IV. LIBRARY ACCESS AND HOURS

A. Public library patrons of all ages shall be granted unlimited access to the facility for a number of hours per week equal to the current hours, and not less than the present hours being provided at the town library. The public's access to the library shall not interfere in the District's ability to provide adequate library services to students and staff. Every effort will be made to provide additional hours of public access as soon as it is feasible. The school library will make every effort to comply with state accreditation standards as per school district policy for access and number of hours.

B. The public Library will make every effort to comply with Montana Public Standards (ARM 10.102.1150 – 10.102.1157)

C. To the greatest extent possible, all services and materials will be equitably available to all library users.

D. The Drummond School-Community Library shall be accessible by the patrons during posted library hours except;

1. In the event of an emergency
2. At special times when the public shall be notified

E. Prior to use of specialized equipment, patrons may be asked to demonstrate proficiency in its operation.

## V. EFFECTIVE DATE, DURATION AND TERMINATION

- A. Inasmuch as the current Drummond Public Library Board of Trustees is the legal entity empowered by MCA to provide library services for the Drummond Community, it is appropriate that this board's approval be part of this agreement.
- B. The adoption of this agreement by these bodies, the School District, the Drummond Public Library Board of Trustees and the Town Council, is contingent upon its review and approval by the attorney for the Town of Drummond and the attorney for the Drummond Public Schools.
- C. Within ten (10) days of adoption by these bodies (School District, Drummond Public Board of Trustees, and the Town Council) and prior to implementing it, the agreement shall be filed with the County Clerk and the Secretary of State.
- D. The agreement shall be in full force and effect within 30 days of the approval by all parties.
- E. This agreement shall remain in effect until termination by either the Drummond School District or the Town Council of Drummond pursuant to the termination and provisions set forth below:
  1. Either party may terminate this agreement with sixty (60) days written notice from one party to the other with or without cause. The termination shall become effective at the beginning of the next fiscal year. Such termination does not absolve the School District and the Town Council from satisfying any federal equity requirements assigned to this joint library project. Both parties agree to the following as the basis for termination should such become necessary:
    - a. Upon termination all property purchased solely by the Town of Drummond or solely by the School District, either before or during the term of this agreement, shall revert to the entity, which bought the property.
    - b. Upon termination, the party to whom the written notice of intent to terminate is given shall have the option to purchase all property jointly purchased during the term of the agreement at its fair market value at the time of the termination, subject to the provisions of 20-5-604 MCA. The fair market value of such property is to be mutually agreed upon by the Town and the School District. If the Town and School District are unable to agree on the fair market value of such jointly purchased property, then the fair market value shall be determined by three appraisers, one chosen by the Town, one chosen by the School District, and one chosen by the other two appraisers.

- c. Jointly purchased property shall be divided between the Town and the School District in the same proportion that the original contribution made by both parties as the library becomes operational.
  - d. There shall be an ongoing accounting by the clerk of the School District regarding the percentages contributed by both
- F. This agreement may be amended at any time by mutual written consent of the parties involved except for the federal equity requirements as noted in Section D above.
- G. All parties involved shall review this agreement on an annual basis.
- H. It is agreed by both parties that the real property housing the school-public library and all permanent furniture, materials and equipment therein shall be held in the name of the School District and shall remain such during the term of this contract and upon termination of the Agreement.

In addition to the parties involved, the Granite County Attorney and the Drummond Town Attorney have also reviewed this agreement.

Frankie J. Fittler  
Drummond Public Library Board Chairperson

4/24/02  
Date

Patrick Vecharic  
School Board Chairperson

4-25-02  
Date

Al Clark  
Superintendent of Schools

4-25-02  
Date

Paul Seeper  
Mayor of Drummond

4/30/02  
Date

Approved as to form.

Allen Broadshaw  
Granite County Attorney

4/29/02  
Date

Approved as to form.

[Signature]  
Drummond Town Attorney

4/26/02  
Date



HIGH SCHOOL DISTRICT 2

Beginning at the corner common to sections 7, 12, 13 & 18, T.9N., R.11W., and T.9N., R.12W., thence west along the section line 12 miles to the section corner common to sections 7, 12, 13 & 18, T.9N., R.13W., & R.14W., thence south 4 miles to the township corner common to T.9N., R.13W., & R.14W., thence west 6 miles along the south boundary of T.9N., R.14W., thence north 6 miles to the northwest corner of T.9N., R.14W., thence west 10 miles to the section corner common to sections 32, 33, 4 & 5, T.10N., R.16W., and T.9N., R.16W., thence south 6 miles to the standard corner common to sections 32, 33, T.9N., R.16W., thence west 7.3 miles along the township line to the intersection with the east line of section 1, T.8N., R.18W., thence north along the east line of section 1 to the northeast corner of T.8N., R.18W., thence west 4 miles between T.8N., R.18W., & T.9N., R.18W., to the Granite County-Ravalli County line, thence northerly along the Granite-Ravalli County line to the Missoula County line, thence east along the north line of sections 1 & 2, T.10N., R.18W., thence south along the east line of section 1 to the northwest corner of section 6, T.10N., R.17W., thence east 6 miles to the township corner common to T.10N., R.16W., T.10N., R.17W., T.11N., R.16W., T.11N., R.17W., thence north 4 miles along the range line to the section corner common to sections 7, 18, 12 & 13, T.11N., R.16W., and T.11N., R.17W., thence east 5 1/4 miles, thence north 1 mile through section 12, thence east 3/4 mile to the section corner common to sections 1, 6, 7, & 12, thence north 1 mile to the township corner common to T.11N., R.16W., T.12N., R.16W., T.12N., R.15W., T.11N., R.15W., thence east 3 miles along the township line, thence north 4 miles to the section corner common to sections 9, 10, 15 & 16, T.12N., R.15W., thence east 3 miles to the section corner common to sections 7, 12, 13 & 18, thence north 2 miles along the range line between T.12N., R.14W., and R.15W., to the township corner, thence east, 6 miles along the township line between T.12N., R.14W., and T.13N., R.14W., thence south 1 3/4 miles along the range line between T.12N., R.13W., and R.14W., thence along the divide between Granite and Powell Counties to the range line between T.11N., R.11W., and R.12W., in section 1, thence south 13.3 miles along the range line to the point of beginning.

GRANITE COUNTY COMMISSIONERS  
RECEIVED

MAY 6 1930

*Ronald A. ...*  
Chairman

*William D. Bayer*  
William D. Bayer  
Registered Land Surveyor  
#33215