

# PUBLIC LIBRARY CERTIFICATION

This certifies that our library

Mineral County 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.

Robert Beckman

Library Board Chairperson

Shauna Mesenkink

Library Director

OCT. 28, 1997

Date

BRIDGE FUND

13198  
9

1145  
6

Harry F. Gray  
Fred A. Horning

Labor  
Light-Bridge

4.00  
4.40

The Board adjourned at 5:00 o'clock P. M.

ATTEST: John McMillan  
County Clerk.

W. E. Sansom  
Chairman Board of County Commissioners.

July 1st., 1936.

The Board met at 1:00 o'clock P. M. All members and Clerk were present. The Board met pursuant to a notice posted calling for a special meeting for the purpose of conducting a hearing relative to the establishment of a Free County Library.

The following Resolution was duly presented and unanimously adopted by vote of the Board:

"RESOLVED, that a Free County Library be, and the same is hereby established at Superior, the County Seat of Mineral County, Montana,

375

the same to be supported by taxation and/or gift, bequest, devise and donation, in the manner provided by law."

Wm. E. Sansom

R. Miles

J. V. Stewart

Board of County Commissioners of Mineral County,  
Montana.

and carried

It was moved by R. Miles, seconded by J. V. Stewart, that the following persons be appointed on the County Library Advisory Board:

Mrs. Best Robinson St. Regis.

Mrs. Mildred Nelson Tarkio.

A. J. Philippi Superior.

July 6th., 1936.

The Board of County Commissioners met at 9:00 o'clock A. M. All members and Clerk were present. The meeting was called to order by Wm. E. Sansom, Chairman and the Minutes of the previous meeting were read and approved.

The Board proceeded to attend to routine matters.

It was moved by J. V. Stewart, seconded by R. Miles, that the plat of Kelly's Second Addition to Superior be approved. Motion carried unanimously.

July 7th., 1936.

Board met at 9:00 o'clock A. M. All members and Clerk were present. The Board

# INTERLOCAL AGREEMENT

## ST. REGIS SCHOOL & COMMUNITY LIBRARY

Interlocal agreement between St. Regis School District #1 and Mineral County, a political subdivision of the State of Montana acting on behalf of the Mineral County Public Library, to cooperate in the provision of library services to the community with special emphasis on the library needs of the residents of St. Regis and the western portion of Mineral County.

WHEREAS, the County of Mineral and the St. Regis School District are both authorized by law to provide libraries; and

WHEREAS, Sections 7-11-101-108, 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 District and County which will result in equitable library service to residents of the county with special emphasis on, but not exclusive to the library needs of under-served residents of St. Regis and the western portion of Mineral County.

WHEREAS, the County and the School District are desirous of entering into a contract whereby library services can be provided from a central facility located within St. Regis 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 to as follows:

**I.** As hereinafter provided, the Mineral County Commissioners/Mineral County Library Board of Trustees and the St. Regis School District Board of Trustees agree to support the functions of the joint school-public library within Mineral County 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 St. Regis School & Community Library.

### **II. GOVERNANCE**

The St. Regis School & Community Library shall be governed jointly by the St. Regis School Board of Trustees and the Mineral County Public Library Board of Trustees as provided in their respective by-laws.

Any policy decision related to the library adopted by one board must be forwarded to the other board within two weeks (14 days) for

adoption/agreement. If there is no agreement, a designated member or members of each board will meet within two weeks to discuss the issue and return to their respective boards with recommendations. If there is still no resolution, the library board and school board will meet jointly to attempt to resolve the issue within 30 days.

Day-to-day operation of the library will be the responsibility of the St. Regis School Librarian and the Director, Mineral County Public Library (MCPL).

All policies relating to the joint school-public library are the responsibility of the respective boards, which must agree jointly to adopt any policy or policy change. Prior to action by the respective boards, proposed policies will be available to all concerned for review and comment.

Any problems/disputes or policy questions that cannot be resolved by the School Librarian and Director, MCPL will be presented to the school board and library board for resolution. If necessary, the two boards will meet in joint session to resolve outstanding issues. Prior to any joint session of the boards, the library board will apprise the county commissioners of any unresolved issues.

### **III. SERVICES/LIBRARY MATERIALS**

Every effort will be made by Mineral County Public Library and the St. Regis School Library to provide quality library services to students and community members of all ages as outlined in the "Library Bill of Rights" and the "Freedom to Read Statement."

In an attempt to reach the under-served in rural Mineral County, every effort will be made by all parties to publicize the St. Regis School & Community Library through community outreach resources and the media. Every effort will be made to encourage residents to use the library by presenting materials, services and programs unique to the needs of the community.

Within the first two years of this agreement, efforts will be made to deliver library materials to west-end residents unable to come to the library, with special focus on children during the summer months and the elderly throughout the year.

The MCPL Library Director and library board will work with the St. Regis School Librarian and school district to meld current public library policy and school library policy with particular attention to key policies affecting book and media selection, weeding criteria, internet usage, and censorship issues. Every effort will be made by the MCPL Director to place materials from the public library on the shelves that are also appropriate for a school library. Community members will have access to any materials not deemed

appropriate for the St Regis School & Community Library through an intra-library loan from the Main Library at Superior or Alberton branch of the MCPL or, if unavailable at these libraries, through an inter-library loan requested from another library.

With the exception of special collections, displays, new books, and some media items, MCPL library materials will be integrated into the school library collection to provide the easiest access for students and community members. All materials and equipment will retain the ownership stamp of the entity that purchased the item. Any items purchased jointly during this agreement or provided through gifts, donations or grants will be divided evenly between the two entities if the joint library agreement is dissolved in the future unless expressly directed otherwise by the grantor or donor.

Lost, stolen or damaged items will be replaced by the entity that originally purchased the item. If it is deemed that one of the partners continues to suffer an inordinate number of losses, the respective boards will review the inequity and attempt resolve it.

#### **IV. BUDGET/STAFFING/OPERATION**

A. For the present time, the budgets and staffs of the county and school districts will remain separate and will be directed by their current supervisors. During school hours, if an immediate decision is required in the event of a conflict, the school librarian or a designated school staff member will be the site supervisor.

Every effort will be made by each partner in this agreement to provide an adequate budget to keep library materials current.

##### **B. The School District Shall:**

1. Provide space, utilities, maintenance and custodial care.
2. Provide funds for general operation of the library as well as a materials budget for meeting the needs of the school population.
3. Shall promote the St. Regis School & Community Library to encourage usage and shall make every effort to provide library services to rural students during summer months when school is not in session.
4. Provide unlimited library access to the community after 4pm for a minimum of \_\_\_\_ (to be decided) hours per week with every effort to increase those hours in the future.

##### **C. The Mineral County Public Library Shall:**

1. Provide \$1000 annually to assist the school district with utilities and maintenance of the facility.
2. Provide a minimum of 7 hours staffing per week with the goal of increasing staffing coverage as-soon-as-possible.
3. Provide a well-balanced library collection to complement the school library collection and provide recreational and educational materials for the life-long learning experience of all library users- both community members and students. Provide a budget to buy new materials for the collection.
4. Work with the school librarian and teachers to instill a love of reading in children. Provide a Summer Reading Program that draws children to the library. Strive to provide outreach programs to bring the library to under-served children and adults in St. Regis and the rural west-end of the county.
5. Work with the school district to promote and publicize the St.Regis School & Community Library through both community resources and the media. Provide unique services and programs to draw residents to the library and improve the quality of life of the community.

## **V. EFFECTIVE DATE, DURATION, AND TERMINATION**

- A. The adoption of this agreement by both bodies, the School District Board of Trustees and the County Commissioners, is contingent upon its review and approval by the attorney for the County of Mineral.
- B. Within ten (10) days of the adoption by both bodies (School District Board and County Commissioners) and prior to implementing it, the agreement shall be filed with the county clerk and secretary of state.
- C. The agreement shall be in full force and effect within 30 days of the approval by both bodies and shall remain in effect until termination by either party pursuant to the provisions set forth below.
- D. Either party, or the parties jointly, may terminate this agreement with or without cause upon ninety (90) days prior written notice from one party to the other. The termination shall become effective on the date specified therein.

E. This agreement may be amended at any time by mutual written consent of the parties involved.

F. This agreement shall be reviewed annually by all parties involved.

Dated this 16 day of June, 2006

ST. REGIS SCHOOL DISTRICT NO. 1

\_\_\_\_\_  
By, Jolie Skelton  
Chair, Board of Trustees

MINERAL COUNTY

James S. Warnken  
Chair, Board of County Commissioners

MINERAL COUNTY PUBLIC LIBRARY

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By, Daniel C. Arusa  
President, Mineral County Public Library Board of Trustees