

## FIRST AMENDED INTERLOCAL LIBRARY AGREEMENT

THIS AGREEMENT, is made and entered into this 22<sup>nd</sup> day of March, 2016 by and between the Drummond School Districts (may also be referred to as "School District" herein), and the Drummond School & Community Library District (may also be referred to as "Library District" herein); and with concurrence by Granite County, a political subdivision of the State of Montana.

### RECITALS

WHEREAS, the Drummond School & Community Library District and Drummond School Districts are desirous to amend the Interlocal Library Contract by entering into this agreement; and,

WHEREAS, the Library District was formed by following Montana Code Annotated, Sections 7-11-101 through 7-11-108; and,

WHEREAS, there is hereby established a Multi-jurisdictional Library District in compliance with Montana Code Annotated Sections 22-1-301 through 22-1-317 which encourages the establishments, adequate financing and administration of a free public libraries and defines the criteria for creating such libraries; and,

WHEREAS, the creation of Drummond School & Community Library District will better serve the needs and convenience of the residents of the District and allow fair allocation of the tax burden among those using the Library Services; and,

WHEREAS, the parties have previously entered into a Interlocal Library Contract on September 9, 2010 and desire to amend that said contract by entering into this First Amended Interlocal Library Agreement (aka "Contract").

### WITNESSETH

NOW, THEREFORE, the parties mutually agree as follows:

#### 1. FINANCING THE LIBRARY

The Library District's Board of Trustees shall submit its budget proposal to the Board of Granite County Commissioners annually, in person, for their review.

The financing of the Library District has been obtained from several sources:

- 1) A levy authorized under Montana Code Annotated Section 15-10-240 and as specified under Montana Code Annotated Section 7-11-1112; and,
- 2) The Drummond School District shall provide funds for general operation of the library as well as a 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.

The Granite County Treasurer shall be in charge of collecting and dispensing the monies from the mill levy and general bookkeeping for the Library District.

The Drummond School District shall provide all utilities, janitorial and maintenance care year round. The School will provide necessary property, as well as workman's compensation coverage for all school district personnel. The School District will also provide school personnel payroll and accounting services for purchases made with the School District's public funding.

The library shall be supported by a library tax on all property within the Library District, consistent with Montana Code Annotated Sections 7-11-1112 and 22-1-304.

Granite County shall have custody of the funds of the Drummond School & Community Library District.

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; and,
- 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.

## 2. LIBRARY ACCESS AND HOURS

Public library patrons of all ages shall be granted unlimited access to the facility for a minimum of fifteen (15) hours per week. The public's access to the library shall not interfere with the Library District's ability to provide adequate library services to students and staff of the Drummond School District. 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 the Drummond School District policy for access and number of hours.

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

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

The Drummond School & Community Library District shall be accessible by the patrons during posted library hours except:

- 1) In the event of an emergency; and,
- 2) At special times when the public shall be notified.

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

### 3. REPORTING AND CONTRACTING PARTY REQUIREMENTS

The Drummond School & Community Library District shall comply and perform all reporting to state and federal agencies as required by law. The Drummond School & Community Library District shall be the contracting party responsible for reporting to the Montana Public Retirement Administration and for making all payments of retirement system contributions pursuant to MCA 19-2-506. Upon termination of the Drummond School & Community Library District, Granite County shall be the contracting party for such reporting to the Montana Public Retirement Administration and for all payments of retirement system contributions pursuant to MCA 19-2-506.

### 4. EFFECT OF TERMINATION OF DISTRICT

The property of the Drummond School & Community Library District, both real and personal, will be held by and in the name of the said Library District. In the event of termination of the Drummond School & Community Library District, the furniture, equipment, monies and other assets acquired prior to the effective date, shall be returned to each unit of government according to the unit's original contribution. Upon termination of the Drummond School & Community Library District, all said District's assets shall become the property of Granite County as set by Montana law. Upon termination of the Drummond School & Community Library District, all debt of the said Library District, including any payments owed in regards to the Montana Public Employee Retirement System (PERS) or to the Montana Public Employee Retirement Administration, will be paid with Library District Funds and if there is insufficient funds, then all such debt shall be paid for with a property tax levy within Granite County as set forth in MCA 22-1-711, or as amended.

### 5. DURATION

The duration of this Agreement shall remain in effect until amended or terminated as provided below. The Agreement may be amended by mutual consent accomplished by formal written amendment being signed by the parties. The Agreement may be terminated with Notice of Termination being made and delivered in writing. Such written Notice of Termination must be delivered between parties at least three hundred and sixty five (365) days prior to actual termination of the Agreement to enable the Library District to find new facilities and to provide continued service to the residents of the Library District.

6. CONDITION OF EFFECT

This Agreement shall become effective upon adoption and approval of the Multijurisdictional Library Service District as provided in MCA 7-1-1101 and 7-11-1112 by the Board of Granite County Commissioners, Library District Board of Trustees, and the Board of Trustees for the Drummond School District.

7. FILING OF FIRST AMENDED INTERLOCAL LIBRARY AGREEMENT

This First Amended Interlocal Library Agreement will be filed with the Granite County Clerk & Recorder and also filed with the Montana Secretary of State's Office.

IN WITNESS WHEREOF, all parties hereto execute and agree to this First Amended Interlocal Library Agreement this 22<sup>nd</sup> day of March, 2016.

Shelley Johnson  
Board Chair of Drummond School & Community Library District  
Printed Name: Shelley Johnson

Patricia C. Brunel  
Board Chair of Drummond School Districts  
Printed Name: PATRICIA C. BRUNEL

Concurrence with this Agreement:

Bart Bonney  
Chair, Board of Granite County Commissioners  
Printed Name: BART BONNEY

Approved as to Form and Content:

Blaine C. Bradshaw  
Granite County Attorney  
Printed Name: Blaine C. Bradshaw

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