

# Broadwater School and Community Library INTERLOCAL AGREEMENT

TOWNSEND, MT 59644

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INTERLOCAL AGREEMENT BETWEEN TOWNSEND SCHOOL, K-12 DISTRICT #1, AND THE COUNTY OF BROADWATER TO COOPERATE IN THE PROVISION OF LIBRARY SERVICES TO THE RESIDENTS OF BROADWATER COUNTY.

WHEREAS, the County of Broadwater and the 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 all residents of the County; and 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 Townsend 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 County Commissioners of Broadwater County and the Broadwater School and Community Library Board of Trustees of Townsend Schools agree to support the functions of the joint school-public library within Broadwater County and agree to provide the services of the school-public library to all residents of Broadwater County. The joint school public library shall be known as the Broadwater School & Community Library.

## II. The Broadwater School and Community Library (BSCL) Board of Trustees

A. The Broadwater School and Community Library Board of Trustees shall be composed of five (5) voting members appointed as follows:

1. Two members shall be appointed by the School Board.
2. Two Members shall be **voluntary and approved by current board members** ~~appointed by the County Commissioners.~~
3. The superintendent of Townsend Schools shall serve as a non-voting member of the Board

### . Terms

1. Trustees shall hold their offices for five years from the date of appointment and shall serve until their successors have qualified. ~~All terms shall expire on June 30.~~ **Before August 1 of each year, a trustee may be appointed to replace the retiring trustee.**

2. Initial appointments pursuant of this agreement shall be staggered such that one school district appointee shall be appointed for three years and one for two years.

for one year, and one for four years. The at-large fifth appointee shall be appointed for five years. Following the expired terms of the initial appointments, all terms shall be for five years.

3. All vacancies, whether by resignation, expiration of term, or otherwise, shall be filled by appointment by the school district or commissioners, depending on which agency appointed the trustee whose position becomes vacant. A vacancy occurring in the 5th or at large position shall be filled by appointment by the other four members of the BSCL Board of Trustees.

4. Trustees shall serve no more than two full five-year terms in succession.

### **C. Powers, Duties, and Responsibilities of the BSCL Library Board of Trustees**

1. The BSCL Library Board of Trustees shall adopt bylaws and rules consistent with State law 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, vice-chairperson, and secretary to serve one-year terms which may be consecutive and unlimited in number.

2. The BSCL Library Board of Trustees shall be responsible for developing policy 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 the students and citizens of Broadwater County. The Library Board of Trustees shall further be responsible for reviewing and updating the disaster and other plans every four- five years.

3. The BSCL Library Board of Trustees shall have the power to contract, receive or deliver library services and to pursue and accept gifts, grants, donations, devices and bequests not subject to reversion at the end of the fiscal year.

4. The BSCL Library Board of Trustees will contract with the School District to manage the personnel, financial, purchasing, insurance-related, and day-to-day operations of the Library. After the initial development of these management policies, the School district will review them with the Library Board. Revisions to management policies affecting the library will be jointly reviewed and approved by the Library Board and the School District.

5. The BSCL Library Board shall be directly responsible for the selection of the public librarians. The School District shall continue to be responsible for the selection of the school librarians and library aides. The Library Board and the School District shall jointly select a Chief Librarian from one of the full-time school librarians. The Chief Librarians will be expected to attend all Library Board meetings and to provide such reports that the Library Board may so request. Public and School Librarians are encouraged to attend all Library Board meetings, and their attendance may be mandatory for certain issues at the direction of the Board or Chief Librarian. Mandatory attendance for public librarians will be considered paid time for the hours of the meeting.

6. The Chief Librarian will create an annual work plan that addresses the needs of school and public patrons. The library board and school administration will provide input to the plan, and

will jointly approve the plan. The library board will provide ongoing feedback on performance, and will provide an annual performance evaluation in conjunction with the school administration. The Chief Librarian will provide library related work plans, work directions, and performance evaluations feedback for all public librarians and public aides that are consistent with the overall work plan for the Library.

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 materials 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 or the School District, will be compiled in written form; approved by the School Board and Library Board; and reviewed every three years by all the governing bodies.

8. Policies relating to the Broadwater School and Community Library Board will be presented to the school board in the monthly meeting of the Townsend School Board.

9. The library board shall be the primary governing body for the resolution of complaints or grievances arising from the operation of the school-public library. However, should it become necessary, the complaint or grievance can be taken to the School Board or the County Commissioners.

### **III. Budget and Finance**

A. Each year, the Superintendent, and Clerk with input from the Chief Librarian, **with input and assistance from the Superintendent and Clerk**. Shall prepare an annual budget detailing county and school district funding levels. The proposed budget shall to be submitted for approval at a **the** regularly scheduled **April/May** Library Board Meeting for approval. The Library Board will review the budget; and make any necessary modifications. It will be presented at a School Board meeting and sent to the County Commissioners.

#### **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 a materials and technology budget for meeting the needs of the school population.
3. Provide all accounting and payroll services.
4. Provide necessary property, liability, and workmen's compensation coverage.

#### **C. The County Commission shall:**

1. Provide the approved level of funding for the general operation of the library as well as for a materials and technology budget to meet the non-school needs of the population.
2. Levy the maximum number of mills allowed by law, unless otherwise limited by other statutes, for support of the public library. Funds raised by those mills will be transferred to the School District's general fund to be expended by the School District for the operation of the school-public library.
3. The county will maintain the library depreciation reserve fund established in accordance with MCA 22-1-305-307 for the acquisition and replacement of property, equipment and

improvements necessary to maintain and improve library services. ~~The Chief Librarian shall be responsible to maintain a multi-year Capital Improvement Plan consistent with library needs and supported by the Library Strategic Plan.~~

4. The library depreciation reserve fund shall be funded annually with \$2,000 for library operations and an additional \$2100 for technology. The library will be given PILT funds annually for the duration of that funding source. The funding level will be adjusted annually for the impact of inflation. Should PILT cease to be a source of funds, the Library Board and County Commissioners will work cooperatively to identify another source of funding.

5. Broadwater County will make equal monthly payments to the school district for the amount budgeted by the Broadwater School and Community Library Board of Trustees.

#### 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, or greater than, the present hours (25 31) being provided at the county library. **Every effort will be made to provide additional hours of public access as soon as it is feasible.**

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

#### V. Effective Date, Duration, and Termination

A. The adoption of this agreement by both bodies, the School District and the County Commissioners, is contingent upon its review and approval by the attorney for the County of Broadwater.

**B. Within ten (10) days of adoption by both bodies (School District and the County Commissioners) and prior to implementing it, the agreement shall be filed with the county clerk and secretary of the state.**

~~B. 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 termination provisions set forth below.~~

C. Either party may terminate this agreement with sixty (60 90) days written notice from one party to the other. The termination shall become effective at the beginning of the next fiscal year. Such termination does not absolve the School District and the County Commissioners 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:

**1. Townsend schools shall retain ownership of its building and will provide said building for the use of Broadwater School and Community Library**

**2. All property including books, furnishings and technology remains with the Townsend Schools upon termination of Interlocal Agreement.**

~~1. That, in regard to the library building itself, the value of each board's contribution is equal to that of the percentage each contributed to the total construction cost, including all sources of funding.~~

2. That, for the initial furnishing and stocking of the library (from existing properties), the contribution of each board is equivalent to the percentage as in D.1. above

3. There shall be an ongoing accounting by the clerk of the School District of the percentages contributed by both parties. **When the library became operational.**

**4. That any depreciation of value of property, either from the initial phases of this joint library, or once the library is operational, shall be at an agreed-upon rate and shall be applied equally to all property of the joint library.**

**5. Upon termination by mutual consent, a determination of all right, title and interest in real and personal property, including permanent improvements, shall be made by mutually agreeable means, and a settlement shall be reached which is agreeable to both parties. Such settlement shall take into account issues such as federal equity in the building.**