

**DRAFT 3/25**  
**MISSOULA PUBLIC LIBRARY**  
**BRANCH LIBRARY AGREEMENT**

**INTERLOCAL AGREEMENT BETWEEN MISSOULA PUBLIC LIBRARY AND  
FRENCHTOWN SCHOOL DISTRICT TO COOPERATE IN THE PROVISION OF  
LIBRARY SERVICES TO THE RESIDENTS OF FRENCHTOWN, MONTANA, WHICH  
IS PART OF MISSOULA COUNTY.**

Recitals:

WHEREAS, the Missoula Public Library (hereinafter "Library") and the Frenchtown School District (hereinafter "School District") are both authorized by law to provide library services; 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 Missoula Public Library and the Frenchtown School district which will result in equitable library service to all residents of the County; and

WHEREAS, the Missoula Public Library and the Frenchtown School District are entering into a contract to provide library services upon Frenchtown School Libraries becoming a Branch of the Missoula Public Library;

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 branch mutually agreed to as follows:

Terms of Agreement: This agreement shall have an initial term beginning on the date of execution of this agreement by both the Library and the School District, expiring on June 30, 2007. Thereafter, the agreement shall be deemed automatically renewed for a term beginning July 1 and ending June 30 each year unless terminated as provided herein.

No Separate Legal Entity: No separate legal entity is created by this agreement. Both Library and School District continue as separate independent legal entities for all purposes.

Purpose of Agreement: The purpose of this agreement is the establishment of a Missoula Public Library Branch Library, located in the Frenchtown High School Library.

Manner of Funding:

Library shall provide at its sole expense a Library Technician for 20 hours a week to provide public library services at the Frenchtown High School Library. The Library Technician shall be an employee of the Library for all purposes. The Library will also make available, at the Frenchtown High School Library, library materials from its collection and shall exchange these materials from time to time during the course of the year. The Library may also provide one or more computer terminals for public internet access. It is understood that these terminals, if provided, will not be available to students of the Frenchtown School District during the school day. Students may access these terminals outside the school day on the same basis as other members of the public.

School District shall provide space in the Frenchtown High School Library for the materials provided by Library and shall be responsible for heat, light, janitorial services for the space provided and for the condition of the premises. Access to Branch Library shall be provided by School District.

It is understood and agreed by the parties that the Branch Library will be available to general public only outside normal school hours. Library and School District shall establish a schedule of approximately 20 hours a week for operation of the Public Branch Library giving due consideration to the convenience of the public, the primary responsibility of the school district to its students, and operational concerns such as the security of the building and maintenance needs.

Details of Operation

Library designates its Chief Library Technician as its representative for purposes of this agreement. School District designates its Chief High School Librarian as its representative for purposes of this agreement.

The representatives of the parties shall, subject to the limitations of this agreement, establish by mutual agreement the hours of operation for the Branch Library, the Library materials to be placed in the Branch Library, and the exchange of these materials.

The Library Board shall be the primary governing body for complaints regarding Branch Library operations based on Library policy.  
The School District Board shall be the primary governing body for complaints regarding the physical facilities and access.  
Nothing in this agreement limits the authority of the School District Board over school library policies or personnel.  
The Library Board and School District agree to meet jointly as necessary to resolve complaints which involve both of their primary jurisdiction.  
Frenchtown students and faculty, and the public must use their Missoula Public Library card to check out public library materials. No public library materials shall be checked out on a student library account.

Termination of Agreement: This agreement may be terminated upon 30 days written notice by either Library or School District. Notice shall be deemed given whenever mailed or delivered to Chair of the Missoula Public Library Board at Missoula Public Library, 455 East Main, Missoula, MT 59802 for notice to the Library and to Chair of the Board of Trustees, Frenchtown School District No. 40, 16495 Main Street, Frenchtown, MT 59834 for Notice to the School District.

Distribution of Property. No transfer or joint ownership of property either real or personal is contemplated by this agreement. Title to property used in the course of providing services under this agreement shall remain in the party providing the property. Each party shall be entitled to the return of all property used in providing services under this agreement which was purchased or otherwise owned by it.

Responsibility for Reports and Payment of Retirement System Contributions: There are no joint employees under this agreement. Library shall be responsible for retirement reports and contribution for its employees and School District shall be responsible for retirement reports and contribution for its employees.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2025

Attest

Missoula Public Library

\_\_\_\_\_  
Board Secretary

By:

Chair Library Board

Attest

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Clerk of the Board

By:

Chair of the District Board