

AGENDA
GREAT FALLS PUBLIC LIBRARY
SPECIAL BOARD OF TRUSTEES MEETING

THURS, SEPT. 5, 2024

Great Falls Public Library – Cordingley Room (Library basement)
(Virtual access to meeting available upon request – 406-453-0349)

Notice: Meeting will be recorded via Zoom

5:30 P.M.

I. AGENDA APPROVAL

MOTION...THAT THE GREAT FALLS PUBLIC LIBRARY BOARD OF TRUSTEES APPROVE/DISAPPROVE THE AGENDA AS PRESENTED.

SECOND PUBLIC COMMENT BOARD DISCUSSION VOTE

II. PUBLIC COMMENT

III. NEW BUSINESS

A. AGREEMENT BETWEEN THE LIBRARY BOARD OF TRUSTEES AND THE CITY COMMISSION

MOTION...THAT THE GREAT FALLS PUBLIC LIBRARY BOARD OF TRUSTEES APPROVE/NOT APPROVE THE AGREEMENT PROPOSED BY THE CITY OF GREAT FALLS CITY COMMISSION

SECOND PUBLIC COMMENT BOARD DISCUSSION VOTE

MOTION...THAT THE GREAT FALLS PUBLIC LIBRARY BOARD OF TRUSTEES APPROVE/NOT APPROVE THE AGREEMENT PROPOSED BY LIBRARY RENEGOTIATION COMMITTEE

SECOND PUBLIC COMMENT BOARD DISCUSSION VOTE

IV. PROPOSALS/COMMENTS FROM TRUSTEES

V. ADJOURNMENT

MOTION...THAT THE GREAT FALLS PUBLIC LIBRARY BOARD OF TRUSTEES ADJOURN THE MEETING.

SECOND VOTE



Library Board Meeting Date: September 5, 2024

**GREAT FALLS PUBLIC LIBRARY
BOARD AGENDA REPORT**

| | |
|--------------------------|---|
| Item: | Renegotiation of Library Board/City Commission Agreement |
| Presented By: | Library Renegotiation Committee (Board Chair Whitney Olson, Board Vice-chair Anne Bulger, Library Director Susie McIntyre, Attorney Bill Bronson) |
| Action Requested: | Approve the Library Renegotiation Committee Proposed Agreement |

Suggested Motions:

1. Trustee moves:
...that the Great Falls Public Library Board of Trustees approve/disapprove the *City Renegotiation Committee Proposed Agreement (see Attachment A)*
2. The chair requests a second to the motion, public comment, Board discussion, and calls for the vote.

1. Trustee moves:
...that the Great Falls Public Library Board of Trustees approve/disapprove the *Library Renegotiation Committee Proposed Agreement (see Attachment B)*
2. The chair requests a second to the motion, public comment, Board discussion, and calls for the vote.

Library Renegotiation Committee Recommendation: The Library Renegotiation Committee recommends that the Library Board approve the *Library Renegotiation Committee Proposed Agreement* as presented.

Background: Since 1890, when Paris and Valeria Gibson, and Robert Vaughn, contributed toward the establishment of the first library, the people of Great Falls have enjoyed the benefits.

- The City of Great Falls assumed operation of the library in 1892.
- City Ordinance 341 establishing the Library was adopted in 1910.
- In 1993, the City of Great Falls and the Library Board signed an agreement “to provide a basis for cooperation between the Library Board and the City for more efficient management of library services.” The agreement established the relationship between the City and the Library Board and established that the City would “support the library budget in the amount of at least seven (7) mills.”
- In 2000, Great Falls voters approved a levy amending the City Charter to provide for an additional two (2) mills to be levied in support of the Library.
- In 2017, City Ordinance 3169 updated the City Code regarding the Library.
- Effective July 2022 the Montana Municipal Interlocal Authority started excluding coverage for libraries and library boards in its liability, workers’ compensation, and employee benefits programs. MMIA

established a process for those member-owners and libraries to obtain coverage through an endorsement by meeting specific underwriting criteria. The 1993 Agreement between the City of Great Falls and the Library Board satisfied the MMIA criteria.

- At the December 2022 work session there was Commission consensus to take the next steps to place a Library Levy before the voters. There was also Commission consensus that if the levy passed, the City would no longer provide the \$350,000 general fund subsidy to the Library, but would continue to provide seven mills of funding as specified in the current Agreement.
- On February 21, 2023, the City approved holding a special election amending the City Charter to provide funding in the amount of up to 17 mills (15 additional mills) to the Library to expand the services provided by the Library to the Public. Mill promotional materials and presentations specifically stated that the Library would be open 7 days a week; the Book Mobile would provide service six days a week; all Library parking would be free; the Library would expand early literacy, school-age, and teen resources and services; the homebound program would restart; digital resources would grow; and Library safety would be improved.
- On June 6, 2023, the voters approved the levy and the Library used the new funding to add staff and expand services.
 - Starting July 1, 2023, the Library made free parking for patrons.
 - In September of 2023, staff were hired and community programming and outreach was expanded. The Library invested significant funds in providing extra copies of popular digital items through MontanaLibrary2Go and the Libby App. Mango Languages and LinkedIn Learning were added to Library resources—providing FREE language learning and online classes for job seekers and local businesses.
 - In March of 2024, Library service hours increased from 52 to 54.
 - In June of 2024 Library hours expanded to 63 hours a week including service 7 days-a-week. Book Mobile service expanded to 6 days-a-week. And Library homebound service for seniors, veterans and people with disabilities restarted.
 - Investments in safety staff, increased training, and policy adjustments has improved safety for the community.
 - The Library is providing significantly more educational programming for children and families. Summer Reading 2024 reached more children and adults than proceeding years. In September of 2024, weekly early literacy programing will expand to 5 days-a-week.

Library Renegotiation Committee Principle: The Library has a legal and moral obligation to follow the will of the voters and provide essential Library services.

- Any agreement must provide structure and funding that allows Great Falls Public Library to follow through on our promises to the community which includes the Library being open 7 days a week; the Book Mobile providing service six days a week; all Library parking being provided free for patrons; the Library expanding early literacy, school-age, and teen resources and services; the homebound program restarting; digital resources expanding; and Library safety improving.

- There is no scenario where the seven (7) mills can be reduced to zero (0) and expanded services can be continued.
- The agreement must adhere to the requirements of the Montana Code Annotated, the Ordinances and Charter of the City of Great Falls.
- The agreement must meet the Montana Municipal Interlocal Authority underwriting guidelines so that the Library can maintain liability insurance and continue efficient functioning as a governmental entity.

Renegotiation process:

- In March 2024, the City requested the Library open the current Agreement for negotiations to help find possible sources of funding for Public Safety needs.
- The City Renegotiation Committee (City Manager Greg Doyon, City Commissioners Joe McKenney and Susan Wolfe, and City Attorney David Dennis) and the Library Renegotiation Committee (Director Susie McIntyre, board members Whitney Olson and Anne Bulger and attorney Bill Bronson) began meeting.
- The city opened the negotiations by removing the library director as a department head and taking back all seven mills, essentially voiding the 1993 agreement.
- The Library Renegotiation Committee offered the city two payments of \$250,000, one this year and one next year to help with the immediate public safety needs resulting from the failed public safety levy.
- On August 28, 2024, the City Renegotiation Committee presented their “last, best, final offer.” This offer names the library director as an administrative liaison rather than department head. It provides for 3.5 mills for the next two fiscal years and then reduces the city’s support of the library to 0 in following years. Removing the library director from the department head team will reduce governmental efficiency and collaboration. Reducing the Library funding will severely reduce Library services for the citizens of Great Falls who just voted to expand services.

Structural Impacts:

1. Both the City and Library proposed agreements, acknowledge all provisions state statutes regarding the powers and duties of the Board of Trustees. (Item #1 in both proposed agreements—see attachments A & B)
2. Although the Library Renegotiation Committee is disappointed that the City no longer wants the Library Director to participate and provide input as a Department Head as has been successfully done for the past 30 years, we acknowledge that the City Manager no longer wants to jointly manage the Library Director. In the interest of reaching an agreement, we will not object to the City’s desire to have the Library Director report only to the Library Board of Trustees. We acknowledge that the Library Director will be a liaison with the City Manager’s office and hope the City Manager will make good-faith efforts to build positive working relationships between the Library and other City Departments. (Item #2 A & B in both proposed agreements—see attachments A & B)
3. Both the City and Library proposals agree to continue the current employment practices (City employment, union membership, union negotiation, staff supervision and City Personnel Policy compliance) (#2 C in both proposed agreements—see attachments A & B)

4. Both proposals agree that the Library will comply with City employment policies, City financial policies, and Montana open meeting laws. They also define the Trustee's power to extend and deny Library privileges. (Item #3 in both proposed agreements—see attachments A & B)
5. Both proposals agree that the Library may elect to participate in City insurance coverage (including appropriate training) and will pay for the insurance through the City's internal service charge process. (Item #5 in both proposed agreements—see attachments A & B)
6. Both proposals agree the City will provide human resources, payroll, finance, accounting and other services through the City's internal service charge process. (Item #6 in both proposed agreements—see attachments A & B)
7. Both proposals provide for the agreement to last for a five (5) year term. The agreement may be extended by a written agreement of the parties. Both proposals provide for a 90-day transition window if the agreement is not renewed. (Item #7 in both proposed agreements—see attachments A & B)
8. Both proposals contain the same legal language regarding noncompliance, modification, notices, indemnification, non-discrimination, waiver, superseding, binding, severability and obligation. (Items # 7-17 in both proposed agreements—see attachments A & B)

Fiscal Impact:

In the FY25 Library budget, revenue from the seven mills designated in the Library agreement provides \$842,800.00, which is 27% of the budget revenue.

- The City Renegotiation Committee proposal reduces the City funding to the Library from seven (7) mills in FY2025 to three and one-half (3.5) mills in FY 2026 and FY2027. It then eliminates City funding for the Library. (Item # 4 in City Negotiation proposed agreements—see attachment A)

Library Renegotiation Committee Recommendation: *The Library Renegotiation Committee strongly objects to this severe reduction in Library funding. Without needed funding, Library hours will be reduced. We will no longer be able to be open seven days-a-week. Early literacy and family educational programming will be reduced. We will not be able to expand our homebound program. Expanded digital resources will not be able to be maintained; and Library safety improvements will not be able to be maintained.*

The people of Great Falls voted for and passed a levy to INCREASE library services not for the money already allocated to the library to be repurposed to make up for the failed public safety levy

For 130 years, the City of Great Falls has provided funding for the Library because our community understands the importance of literacy and access to information. We are disappointed by what appears to be the view of a majority of the current city commission to ignore the will of the voters. This decision by the city commission is a bait-and-switch. They told the voters that these mills would be used to increase the Library's hours and programs, but now they are retracting their promise and using these funds to shore up their budget, knowing that the take-back will not be sufficient to address their stated public safety needs. With this proposal, the Library will not be able to meet its promises to voters because the commission is reneging on its commitment to the Library and the Great Falls community. There is no doubt

that it will lead to cuts in services, hours, and programs.

- The Library Renegotiation Committee proposal reduces the City funding to the Library from seven (7) mills for each fiscal year to four and one-half (4.5) mills for each fiscal year. (Item # 4 in Library Renegotiation Committee proposed agreements—see attachment B)

Library Renegotiation Committee Recommendation: *The Great Falls Public Library is incredibly grateful to have the support of our community. We know times are tough for many, and they passed the Library levy anyway. We don't take that lightly. We are doing everything we can to treat those resources with the care they deserve. We quickly implemented the programs and services our friends, neighbors, and business community asked for and needed.*

Since the Levy passed, we have hit the ground running. We made promises and we are keeping them. Visits to the Library, checkouts of materials, and attendance at Library programs have already increased significantly.

- *We've already improved access by making Library parking free.*
- *We are providing more educational programming and access to more digital resources, including eBooks and language resources, and hosting free online classes for job seekers and local business owners.*
- *The Library is now open seven days a week, and the book mobile provides service six days a week.*
- *We restarted our homebound service for seniors, veterans, and people with disabilities.*
- *We are providing more educational programming for children and families.*
- *We have improved Library safety.*

In going out for the Library Levy, the Library proposed a budget that provided \$181,000 for necessary Library improvements and unexpected expenditures. Any responsible fiscal agent knows that it is unwise to create a budget that spends all incoming revenue without considering deferred maintenance and emergency needs.

Due to the property re-evaluation done by the Department of Revenue in the Summer of 2023, there was an increase in revenue from the projected value of the Library mills. To be good partners, give back to our community, and assist the commission in dealing with the consequences of the failed public safety levy, the Library Renegotiation Committee proposes as a compromise to reduce the City's financial support of the Library from seven (7) mills to four and one-half (4.5) mills. The Library's return of the \$350,000 general fund subsidy already provided and the proposed \$301,000 reduction in funding by the agreement will result in approximately \$650,000 yearly for the City to use to address other needs.

This proposal will allow the Library to retain needed staff and meet our promises for expanded services.

Alternatives:

1. The Board could approve the *City Renegotiation Committee Proposed Agreement*.
2. The Board could approve the *Library Renegotiation Committee Proposed Agreement* as presented.

3. The Board could approve the *Library Renegotiation Committee Proposed Agreement* with amendments.

NOTE: For an agreement to take effect, it must be approved by BOTH the Library Board of Trustees and the City Commission. The current agreement remains in effect “unless and until 90 days written notice of termination is given by either party prior to the anniversary date of the Agreement.”

The deadline for notice to terminate for FY2026 is January 20, 2025--90 days before April 20, 2025.

If the City terminates the 1993 agreement without establishing a new agreement, the Library Board will need to seek legal counsel regarding the status of Library employees, internal services, and other structural matters.

Attachments/Exhibits:

- A. City Renegotiation Committee Proposed Agreement (Last, Best, Final Offer)
- B. Library Renegotiation Committee Proposed Agreement
- C. Existing Library Board-City Commission Agreement 1993
- D. City of Great Falls Ordinances 2.18.010 through 2.18.070
- E. Montana Code Annotated 22-1-303; 22-1-308; 22-1-309; 22-1-310; 22-1-311
- F. Montana Municipal Authority Library Coverage Underwriting Guide
- G. Library Mill Levy Fact Sheet

**AGREEMENT
BETWEEN THE CITY OF THE GREAT FALLS AND THE
BOARD OF TRUSTEES OF THE GREAT FALLS PUBLIC LIBRARY**

This Agreement (“Agreement”) is entered into by and between the City of Great Falls Montana, a municipal corporation of the State of Montana (hereafter, “City”), through its City Manager, and the Great Falls Public Library (“Library”), hereafter referred to together as “the parties.”.

RECITALS

WHEREAS, on May 3, 2016, the City Commission for the City of Great Falls (“City Commission”) adopted Ordinance 3140, establishing the Great Falls Public Library, in accordance with the provisions of Title 22, Chapter 1, Part 3, MCA, which ordinance replaced the provisions of Ordinance 341, adopted October 24, 1910; and

WHEREAS, the Library is governed by its Board of Trustees (“Trustees”), whose powers and duties are established by Title 22, Chapter 1, Part 3, MCA; and

WHEREAS, the City Commission has the power and authority under state law to appoint the Trustees; and

WHEREAS, pursuant to Section 22-1-309, MCA, the Trustees have the exclusive power and authority to determine policy for the operation of the Library, prepare budgets, authorize expenditures, determine the selection of materials, negotiate contracts, expend public library funds subject to a budget approved by the City Commission, as well as other powers authorized by the aforementioned statute; and

WHEREAS, pursuant to Section 22-1-310, MCA, the Trustees shall appoint and set the compensation of the chief librarian, in this instance known as the Library Director, who shall serve as the secretary of the Trustees and shall serve at the pleasure of the Trustees; and

WHEREAS, in accordance with Section 22-1-310, MCA, the Trustees, with the recommendation of the Library Director, shall employ and discharge such other persons as may be necessary in the administration of the affairs of the Library, fix and pay their salaries and compensation, and prescribe their duties; and

WHEREAS, pursuant to Section 22-1-309(3), MCA, the Trustees are explicitly empowered to contract with the City to provide library services; and

WHEREAS, the City and the Trustees (on behalf of the Library) previously entered into that certain agreement entitled "Agreement," dated April 20, 1993 ("1993 Agreement") to "provide a basis for cooperation between the Library Board and the City for a more efficient management of library services;" and

WHEREAS, the 1993 Agreement carries a one-year term, which term is automatically renewed for successive one year extensions, unless either party provides proper notice of its intent to terminate the Agreement;

WHEREAS, the City Commission requested the Trustees open the current one-year Agreement;

AGREEMENT

NOW, THEREFORE, the parties mutually covenant and agree as follows.

1. **Acknowledgement.** All provisions of state statutes regarding the powers and duties of the Trustees are acknowledged by the parties hereto.
2. **Employment Status of Library Personnel.**
 - a. **Library Director.** The Trustees shall appoint the Director and set the Director's compensation. The Library Director shall report to the Trustees and shall be responsible to the Trustees for the management of the Library and the execution of Library policies as established by the Trustees.
 - b. **Administrative Liaison.** The Director shall serve as the Library's administrative liaison to the City Manager's Office. The City Manager or Deputy City Manager shall provide general assistance to the Library Director concerning the execution of City-provided services under this Agreement. Upon request by the Library Director, the City Manager or Deputy City Manager may offer guidance as to the application of City ordinances or policies to Library matters. Additionally, the Library Director may represent the Library at City training sessions and/or administrative meetings upon invitation by the City Manager's Office.
 - c. **Library Personnel.** All Library personnel shall be City employees, shall enjoy all rights and benefits of City employment, and shall be subject to all terms, conditions and policies applicable to City employment. The Trustees, with the recommendation of the Library Director shall make all hiring decisions and supervise all Library staff. Library employees who are union members shall be compensated in accordance with the applicable collective bargaining agreement negotiated by the City. The

Library Director shall participate, along with the City, in all collective bargaining agreement negotiations with the unions whose members include Library employees. Compensation rates for non-union Library personnel shall be determined by the Trustees. All other employment benefits shall be governed by the City's Personnel Policy Manual.

3. Compliance with City Policies.

- a. **Employment Policies.** The Trustees and Library Director shall follow City policies and procedures for payroll, supervision, hiring, handling grievances and discipline/termination of employees. The Library Director and the Trustees agree to confer with, cooperate with, and follow the recommendations of, the City's Human Resources Department with respect to any employee grievance or discipline.
 - b. **Financial Policies.** The Trustees and Library Director agree to comply with all City financial and accounting policies and procedures, including the City's cash receipting policy, as set forth from time to time by the City Commission and/or the City's Director of Finance.
 - c. **Open Meeting Law.** The Trustees and Library Director shall comply with all Montana laws pertaining to public entities, including open meetings.
 - d. **Use of Library – privileges.** In accordance with Section 22-1-311, MCA, the Trustees or their designee may exclude from the use of the Library any and all persons who shall willfully violate the rules of the Library. The Trustees may extend the privileges and use of the Library to persons residing outside of the City of Great Falls or Cascade County upon such terms and conditions as it may prescribe by its policies and regulations.
4. **Funding.** In addition to that funding authorized by the Charter, the City shall provide funding to the Library for fiscal years 2025 through 2027, as follows:

Fiscal year 2025: An amount equal to seven (7) mills (based on the 2024 certified taxable valuation information from the Montana Department of Revenue). This amount is inclusive of any funding provided-for pursuant to the 1993 Agreement, and therefore, any amounts already credited by the City to the Library for fiscal year 2025 shall be deducted from the seven (7) mills provided for herein.

Fiscal Year 2026: An amount equal to three and one-half (3 ½) mills (based on the 2025 certified taxable valuation information from the Montana Department of Revenue).

Fiscal Year 2027: An amount equal to three and one-half (3 ½) mills (based on the 2026 certified taxable valuation information from the Montana Department of Revenue).

All funds so collected will be placed in a library fund and neither the principal nor the interest from such funds will be used for any purpose except to fund the Library budget. After fiscal year 2027, the City shall be under no obligation to provide funding to the Library other than as provided for in the Charter of the City of Great Falls.

5. **Insurance Coverage.** The Library may elect to participate, through the City, in the following insurance coverage for the Library: liability, workers' compensation, and health insurance (as set forth in the City's employee benefits plan). The City will also insure all Library buildings and their concerns. The Library will provide compensation to the City for these insurance costs through the City's internal service charge process with funds budgeted from the Library fund. The Library shall ensure that the appropriate Library personnel regularly participate in MMIA human resources and safety trainings.
6. **City Operational Service Charges.** The City shall provide human resources, payroll, finance, accounting, and other services under the same internal service charge structure applicable to City departments. The Library will provide compensation to the City for these services through the internal service charge process with funds budgeted from the Library fund.
7. **Term.** The term of this Agreement shall begin on date it is approved by the Great Falls' City Commission and end on June 30, 2029. This Agreement may be extended for successive one-year renewal terms, upon mutual written agreement of the parties prior to the expiration of the original term or any renewal term. If, at the conclusion of any term, the Agreement is not renewed, the parties will continue to abide by the terms of the Agreement for ninety (90) days to facilitate a well-ordered transition of services provided by the City to the Library under this Agreement and to effectuate the transition of Library personnel.
8. **Noncompliance.** If either party fails to comply with any condition of this Agreement at the time or in the manner provided for, the other party, at its option, may initiate a termination process. The non-defaulting party may request mediation. If requested, the parties shall mutually agree upon a mediator to conduct the mediation process. This process must be completed within ninety (90) days of the date the non-defaulting party requests mediation. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the paragraph 10 of this agreement.

9. **Modifications.** Any modifications to this Agreement shall be agreed to by both parties, memorialized in writing, and signed by both parties.

10. **Notices.** Any notice required or permitted under this Agreement shall be deemed sufficiently given or serviced if sent by mail or hand delivered to:

City:
City of Great Falls
Attention: City Manager
P.O. Box 5023
Great Falls, MT 59401

Library:
Great Falls Public Library
Attention: Library Director
301 2nd Avenue North
Great Falls MT 59401

Either party may, by written notice at any time during the term of this Agreement, designate a different address to which notices hereunder shall subsequently be sent. Written notice hereunder shall be deemed to have been given as of the time the same is deposited in the United States mail.

11. **Indemnification.** To the fullest extent permitted by law and subject to statutory tort limits set forth in § 2-9-108, MCA, the parties mutually agree to defend, indemnify, and hold the other harmless against claims, demands, suits, damages, losses, and expenses connected therewith that may be asserted or claimed against, recovered from or suffered by the other by reason of any injury or loss, including but not limited to, personal injury, including bodily injury or death, property damage, occasioned by, growing out of, or in any way arising or resulting from the Library's use of the Library premises, including use by its agents, assigns, renters, employees and others using the Library.

12. **Non-Discrimination.** The Library and its Trustees will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin, or any other classification protected under the law.

13. **Waiver.** The waiver by either part of, or the failure of either party to take action with respect to, any breach of any term, covenant or condition, or subsequent breach of same, or any other term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or subsequent breach of same, or any other term, covenant or condition herein contained.

14. **Supersedes Prior Agreement/Entire Agreement.** This Agreement shall supersede and replace all prior agreements and understandings, oral or written, between the City and the Library and/or its' Trustees, specifically including but not limited to the 1993 Agreement. Upon execution of this Agreement, the 1993 Agreement is terminated, shall have no further force or effect, and neither party shall have any further rights or obligations thereunder. Further, this Agreement

constitutes the entire agreement between the parties and no representations or warranties have been made by the parties save those contained herein.

15. Construction and Binding Effect. This Agreement shall be construed under the laws of the State of Montana and shall be binding upon and inure to the benefit of the respective parties, their heirs, executors, successors and assigns.

16. Severability. If any term of this Agreement should hereafter be declared or becomes void or unenforceable by judicial decree or operation of law, all other terms of this Agreement shall continue to be effective unless the void or unenforceable terms materially defeats the manifest intent and purpose of this agreement.

17. No Further Obligation. Nothing in this Agreement shall obligate either party to enter into any further or future agreements.

IN WITNESS WHEREOF, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this Agreement, and the parties hereto approve and execute the same.

CITY OF GREAT FALLS, MONTANA GREAT FALLS PUBLIC LIBRARY

By: _____
Print Name: Gregory T. Doyon
Print Title: City Manager
Date:

By: _____
Print Name:
Print Title:
Date:

ATTEST:

(Seal of the City)

Lisa Kunz, City Clerk

Approved for Legal Content:

David Dennis, City Attorney

-and-

William Bronson, Attorney for the Trustees

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WHEREAS, pursuant to Section 22-1-310, MCA, the Trustees shall appoint and set the compensation of the chief librarian, in this instance known as the Library Director, who shall serve as the secretary of the Trustees and shall serve at the pleasure of the Trustees; and

WHEREAS, in accordance with Section 22-1-310, MCA, the Trustees, with the recommendation of the Library Director, shall employ and discharge such other persons as may be necessary in the administration of the affairs of the Library, fix and pay their salaries and compensation, and prescribe their duties; and

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 - b. **Administrative Liaison.** The Director shall serve as the Library’s administrative liaison to the City Manager’s Office. The City Manager or Deputy City Manager shall provide general assistance to the Library Director concerning the execution of City-provided services under this Agreement. Upon request by the Library Director, the City Manager or Deputy City Manager may offer guidance as to the application of City ordinances or policies to Library matters. Additionally, the Library Director may represent the Library at City training sessions and/or administrative meetings upon invitation by the City Manager’s Office.
 - c. **Library Personnel.** All Library personnel shall be City employees, shall enjoy all rights and benefits of City employment, and shall be subject to all terms, conditions and policies applicable to City employment. The Trustees, with the recommendation of the Library Director shall make all hiring decisions and supervise all Library staff. Library employees who are union members shall be compensated in accordance with the applicable collective bargaining agreement negotiated by the City. The

Library Director shall participate, along with the City, in all collective bargaining agreement negotiations with the unions whose members include Library employees. Compensation rates for non-union Library personnel shall be determined by the Trustees. All other employment benefits shall be governed by the City's Personnel Policy Manual.

3. Compliance with City Policies.

- a. **Employment Policies.** The Trustees and Library Director shall follow City policies and procedures for payroll, supervision, hiring, handling grievances and discipline/termination of employees. The Library Director and the Trustees agree to confer with, cooperate with, and follow the recommendations of, the City's Human Resources Department with respect to any employee grievance or discipline.
 - b. **Financial Policies.** The Trustees and Library Director agree to comply with all City financial and accounting policies and procedures, including the City's cash receipting policy, as set forth from time to time by the City Commission and/or the City's Director of Finance.
 - c. **Open Meeting Law.** The Trustees and Library Director shall comply with all Montana laws pertaining to public entities, including open meetings.
 - d. **Use of Library – privileges.** In accordance with Section 22-1-311, MCA, the Trustees or their designee may exclude from the use of the Library any and all persons who shall willfully violate the rules of the Library. The Trustees may extend the privileges and use of the Library to persons residing outside of the City of Great Falls or Cascade County upon such terms and conditions as it may prescribe by its policies and regulations.
4. **Funding:** The City Commission agrees to levy the full number of mills allowed in the City Charter unless the Library Board requests a lower number of mills in the budget proposal. In addition to that funding authorized by the Great Falls City Charter, the City agrees to support the library budget in the amount of at least four and one half (4.5) mills. All funds so collected will be placed in a library fund and neither the principal nor the interest from such funds will be used for any purpose except to fund the Library Budget.
5. **Insurance Coverage.** The Library may elect to participate, through the City, in the following insurance coverage for the Library: liability, workers' compensation, and health insurance (as set forth in the City's employee benefits plan). The City will also insure all Library buildings and their concerns. The Library will provide compensation to the City for these insurance costs through

the City's internal service charge process with funds budgeted from the Library fund. The Library shall ensure that the appropriate Library personnel regularly participate in MMIA human resources and safety trainings.

6. **City Operational Service Charges.** The City shall provide human resources, payroll, finance, accounting, and other services under the same internal service charge structure applicable to City departments. The Library will provide compensation to the City for these services through the internal service charge process with funds budgeted from the Library fund.
7. **Term.** The term of this Agreement shall begin on date it is approved by the Great Falls' City Commission and end on June 30, 2029. This Agreement may be extended for successive one-year renewal terms, upon mutual written agreement of the parties prior to the expiration of the original term or any renewal term. If, at the conclusion of any term, the Agreement is not renewed, the parties will continue to abide by the terms of the Agreement for ninety (90) days to facilitate a well-ordered transition.
8. **Noncompliance.** If either party fails to comply with any condition of this Agreement at the time or in the manner provided for, the other party, at its option, may initiate a termination process. The non-defaulting party may request mediation. If requested, the parties shall mutually agree upon a mediator to conduct the mediation process. This process must be completed within ninety (90) days of the date the non-defaulting party requests mediation. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the paragraph 10 of this agreement.
9. **Modifications.** Any modifications to this Agreement shall be agreed to by both parties, memorialized in writing, and signed by both parties.
10. **Notices.** Any notice required or permitted under this Agreement shall be deemed sufficiently given or serviced if sent by mail or hand delivered to:

City:
 City of Great Falls
 Attention: City Manager
 P.O. Box 5023
 Great Falls, MT 59401

Library:
 Great Falls Public Library
 Attention: Library Director
 301 2nd Avenue North
 Great Falls MT 59401

Either party may, by written notice at any time during the term of this Agreement, designate a different address to which notices hereunder shall subsequently be sent. Written notice hereunder shall be deemed to have been given as of the time the same is deposited in the United States mail.

11. **Indemnification.** To the fullest extent permitted by law and subject to statutory tort limits set forth in § 2-9-108, MCA, the parties mutually agree to defend, indemnify, and hold the other harmless against claims, demands, suits, damages, losses, and expenses connected therewith that may be asserted or claimed against, recovered from or suffered by the other by reason of any injury or loss, including but not limited to, personal injury, including bodily injury or death, property damage, occasioned by, growing out of, or in any way arising or resulting from the Library's use of the Library premises, including use by its agents, assigns, renters, employees and others using the Library.
12. **Non-Discrimination.** The Library and its Trustees will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin, or any other classification protected under the law.
13. **Waiver.** The waiver by either part of, or the failure of either party to take action with respect to, any breach of any term, covenant or condition, or subsequent breach of same, or any other term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or subsequent breach of same, or any other term, covenant or condition herein contained.
14. **Supersedes Prior Agreement/Entire Agreement.** This Agreement shall supersede and replace all prior agreements and understandings, oral or written, between the City and the Library and/or its' Trustees, specifically including but not limited to the 1993 Agreement. Upon execution of this Agreement, the 1993 Agreement is terminated, shall have no further force or effect, and neither party shall have any further rights or obligations thereunder. Further, this Agreement constitutes the entire agreement between the parties and no representations or warranties have been made by the parties save those contained herein.
15. **Construction and Binding Effect.** This Agreement shall be construed under the laws of the State of Montana and shall be binding upon and inure to the benefit of the respective parties, their heirs, executors, successors and assigns.
16. **Severability.** If any term of this Agreement should hereafter be declared or becomes void or unenforceable by judicial decree or operation of law, all other terms of this Agreement shall continue to be effective unless the void or unenforceable terms materially defeats the manifest intent and purpose of this agreement.
17. **No Further Obligation.** Nothing in this Agreement shall obligate either party to enter into any further or future agreements.

IN WITNESS WHEREOF, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this Agreement, and the parties hereto approve and execute the same.

CITY OF GREAT FALLS, MONTANA GREAT FALLS PUBLIC LIBRARY

By: _____
Print Name: Gregory T. Doyon
Print Title: City Manager
Date:

By: _____
Print Name:
Print Title:
Date:

ATTEST:

(Seal of the City)

Lisa Kunz, City Clerk

Approved for Legal Content:

David Dennis, City Attorney

-and-

William Bronson, Attorney for the Trustees

A G R E E M E N T

This Agreement made and entered into this 20th day of April, 1993, by and between the City of Great Falls, Montana, a municipal corporation of the State of Montana, hereinafter referred to as "City" and the Great Falls Library Board of Trustees, hereinafter referred to as "Library Board";

WHEREAS, an Agreement is deemed necessary to provide a basis for cooperation between the Library Board and the City for a more efficient management of library services; and,

WHEREAS, the powers and duties of the Library Board are established by statute under Title 22, Chapter 1, Part 3, MCA with implementation and policy decisions to be exercised by said board; and,

WHEREAS, pursuant to 22-1-309, (3) MCA, the Library Board is empowered to contract with City to provide library services;

NOW, THEREFORE, the parties mutually covenant and agree as follows:

1. All provisions of state statutes regarding the powers and duties of the Library Board are acknowledged by the parties hereto;
2. The Library Board shall have the exclusive power and authority to determine policy for the operation of the library; prepare budgets; authorize expenditures; determine the selection of materials; and negotiate contracts and agreements as set forth in 22-1-309, MCA;
3. The City shall have authority and responsibility for all personnel matters, including hiring, firing and disciplinary proceedings, for all library employees, including the Library Director, except that appointment of the Library Director must be made in consultation with and be confirmed by the Library Board;
4. The Library Director shall have the "de facto" administrative status of a City department head and the Library Director shall report directly to the City Manager;

- 5. The Library Director shall be responsible to the Library Board for the execution of the policies of the Library Board as authorized in #2 above;
- 6. The City Manager shall execute all contracts and agreements for the library;
- 7. The City of Great Falls agrees to support the library budget in the amount of at least seven (7) mills. The funds so collected will be placed in a library fund and neither the principal nor the interest from such funds will be used for any purpose except to fund the library budget;
- 8. The term of this Agreement shall be for one year from and after July 1, 1993. The Agreement shall automatically renewed each year unless and until 90 days written notice of termination is given by either party prior to the anniversary date of the Agreement;
- 9. This Agreement shall be binding upon the successors and assigns of the parties hereto.

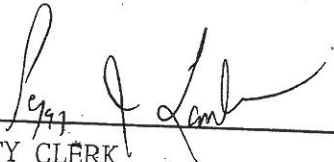
IN WITNESS WHEREOF the parties have caused this instrument to be executed by the persons duly authorized thereto the day and year first hereinabove written.



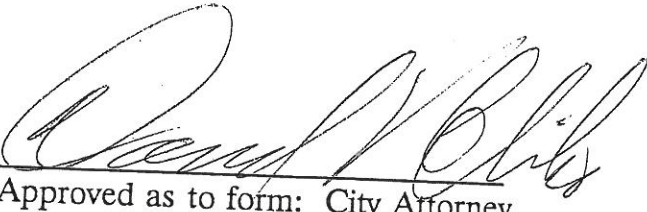
 CITY MANAGER



 Chairman of Library Board



 CITY CLERK



 Approved as to form: City Attorney

Chapter 18 - GREAT FALLS PUBLIC LIBRARY

2.18.010 - Legislative findings.

The Commission makes the following legislative findings regarding the Great Falls Public Library:

- A. Since 1890, when Paris and Valeria Gibson, and Robert Vaughn, contributed toward the establishment of the first library in this city, the people of Great Falls have enjoyed the benefits of a free public library;
- B. The City of Great Falls assumed operation of the library in 1892, and in accordance with Ordinance 341 adopted in 1910, as well as state law, a free public library remains operational to this day;
- C. The 1910 ordinance is antiquated in several particulars, and is in need of revision, although independent management and control of the library, through an appointed Board of Trustees, as provided by law, should be maintained;
- D. The need for independent management of the library must be balanced with the City Commission's authority under both state law and the City Charter to approve the budget and mill levy for the library;
- E. To accomplish this balance, there is a need to establish a structured relationship between the Board of Trustees and the City Commission; and
- F. The City Commission welcomes the continued cooperation of other public bodies, including the State of Montana and Cascade County, in the operation of the public library, as well as contributions from individuals and foundations.

(Ord. 3169, 2017).

2.18.020 - Establishment.

The first library was established in Great Falls in 1890. The City assumed operation of the library in 1892 and, in accordance with Ordinance 341 adopted in 1910, as well as state law, a free public library remains operational to this day. Pursuant to Mont. Code Ann. § 22-1-303(1) and Article VII, Section 3 of the Charter of the City of Great Falls, the Great Falls Public Library is hereby established in the Official Code of the City of Great Falls.

(Ord. 3169, 2017).

2.18.030 - Purpose.

A free public library allows residents the fullest opportunity to enrich and inform themselves through reading, as well as social, cultural, recreational, and educational activities.

(Ord. 3169, 2017).

2.18.040 - Tax levy—Special library fund.

- A. Subject to provisions of state law and the Charter of the City of Great Falls, the City Commission may levy in the same manner, and at the same time, as other taxes are levied a tax for the support of public library services.
- B. The City Commission may, by resolution, submit the question of imposing a tax levy to a vote of the qualified electors at an election as provided in state law.
- C. Upon a petition being filed with the City Commission and signed by not less than five (5) percent of the resident taxpayers of the City of Great Falls requesting an election for the purpose of imposing a mill levy, the City Commission shall submit to a vote of the qualified electors at an election, conducted as provided by state law, the question of imposing the mill levy.
- D. The proceeds of the tax constitute a separate fund called the public library fund and may not be used for any purpose except those of the public library.
- E. Money may not be paid out of the public library fund, by the Finance Department of the City of Great Falls, except by order or warrant of the Library Board of Trustees, or its authorized designee with approval by the Library Board.

(Ord. 3169, 2017).

2.18.050 - Library Board of Trustees.

- A. The City Commission shall appoint an advisory board to govern and manage the Great Falls Public Library to be known as the "Great Falls Library Board of Trustees," hereafter in this chapter may be referred to as the "Board."
- B. The Board shall consist of five (5) members. In addition, one (1) member of the City Commission shall be appointed by the City Commission to sit on the Board as an ex officio, non-voting member. Library board members shall be residents of Cascade County with at least three board members being qualified electors and residents of the City.
- C. Members of the 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.
- D. Trustees shall hold office for five (5) years from the date of appointment by the City Commission, or until their successors are appointed. Appointments shall be governed by state law. All trustees serving on the Library Board of Trustees, in existence at the time Ordinance 3140 becomes

effective, shall retain their offices for the duration of their appointments. If a Board member vacates⁰²⁴ that member's seat, a successor member shall be appointed to fill the remainder of that member's appointment, which term shall not be considered a full term under Mont. Code Ann. § 22-1-308.

- E. In July of each year, or the next regularly scheduled Board meeting afterward, the trustees shall meet and elect a presiding officer and other officers that they consider necessary, for one (1) year terms. Vacancies on the Board of Trustees must be filled for the unexpired term in the same manner as original appointments.

(Ord. 3169, 2017).

2.18.060 - Trustees—Powers and duties.

- A. The Board has those powers and duties as provided by Mont. Code Ann. §§ 22-1-309 and 311, including, but not limited to, the management and control of the Great Falls Public Library.
- B. In accordance with Article VII, Section 3, of the City Charter, the Board is also considered advisory with respect to the City Commission in the exercise of its duties. The Board may advise the City Commission on such matters as it deems necessary and appropriate, and the City Commission may seek Board advice and comment on such matters as it deems necessary and appropriate.
- C. Subject to the provisions of OCCGF 1.4.070, the Board may extend the privileges and use of the Great Falls Public Library to persons residing outside of the city or county upon such terms and conditions as it may prescribe by its regulations.
- D. The Board shall keep a record of its transactions, and shall make a report to the City Commission at least once each calendar year, addressing the business transacted during that year.
- E. The Board may exact and enforce reasonable fines and penalties to be assessed for violations of Great Falls Public Library rules, policies, and regulations.

(Ord. 3169, 2017).

2.18.070 - City authority to contract with Board of Trustees for library services.

- A. The City, through its Manager, with the approval of the City Commission, may contract with the Board to provide various services including, but not limited to, personnel services.
- B. Any and all contracts between the City and the Board in effect as of the date of adoption of Ordinance 3140 shall remain in full force and effect.

(Ord. 3169, 2017).

Montana Code Annotated 2023

TITLE 22. LIBRARIES, ARTS, AND ANTIQUITIES

CHAPTER 1. LIBRARIES

Part 3. Free Public Libraries

Creation Of Public Library

22-1-303. Creation of public library. A public library may be established in any county or city in any of the following ways:

(1) The governing body of any county or city desiring to establish and maintain a public library may pass and enter upon its minutes a resolution to the effect that a free public library is established under the provision of Montana laws relating to public libraries.

(2) A public library may be established by a petition that is signed by not less than 10% of the resident taxpayers whose names appear upon the last-completed assessment roll of the city or county and that is filed with the governing body requesting the establishment of a public library. The governing body of a city or county shall set a time of meeting at which it may by resolution establish a public library. The governing body shall give notice of the contemplated action in a newspaper of general circulation for 2 consecutive weeks giving the date and place of the meeting at which the contemplated action is proposed to be taken.

(3) (a) Upon a petition being filed with the governing body and signed by not less than 5% of the resident taxpayers of any city or county requesting an election, the governing body shall submit to a vote of the qualified electors at the next general election the question of whether a free public library is to be established.

(b) If a petition is submitted for a city, the petition must be signed by resident taxpayers of the city.

(c) If a petition is submitted to the county commissioners of a county asking for the establishment of a county library, the petition must be signed by resident taxpayers of the county who reside outside the corporate limits of an incorporated city that is located in the county and that may already have established a free public library for the city.

(d) If the petition specifically asks that a special election be called and the petition is signed by 35% of the resident freeholders affected by the petition, then the governing body shall, upon receipt of the petition, immediately set a date for a special election. The special election must be held in conjunction with a regular or primary election.

(e) If at the election a majority of the electors voting on the question vote in favor of the establishment of a library, the governing body shall immediately take the necessary steps to establish and maintain the library or to contract with any city or county for library service to be rendered to the inhabitants of the city or county.

History: En. Sec. 2, Ch. 260, L. 1967; amd. Sec. 1, Ch. 263, L. 1969; R.C.M. 1947, 44-219; amd. Sec. 65, Ch. 387, L. 1995.

Montana Code Annotated 2023

TITLE 22. LIBRARIES, ARTS, AND ANTIQUITIES

CHAPTER 1. LIBRARIES

Part 3. Free Public Libraries

Public Library -- Board Of Trustees

22-1-308. Public library -- board of trustees. (1) Upon the establishment of a public library under the provisions of this part, the mayor, with the advice and consent of the city council or city commissioners, shall appoint a board of trustees for the city library and the presiding officer of the board of county commissioners, with the advice and consent of the board, shall appoint a board of trustees for the county library.

(2) The library board must consist of five trustees. Not more than one member of the governing body may be, at any one time, a member of the board.

(3) Trustees shall serve without compensation, but their actual and necessary expenses incurred in the performance of their official duties may be paid from library funds.

(4) Trustees shall hold their office for 5 years from the date of appointment and until their successors are appointed. Initially, appointments must be made for 1-, 2-, 3-, 4-, and 5-year terms. Annually thereafter, there must be appointed before July 1 of each year, in the same manner as the original appointments for a 5-year term, a trustee to take the place of the retiring trustee. Trustees may not serve more than two full terms in succession.

(5) Following the appointments, in July of each year, the trustees shall meet and elect a presiding officer and other officers that they consider necessary, for 1-year terms. Vacancies in the board of trustees must be filled for the unexpired term in the same manner as original appointments.

History: En. Sec. 4, Ch. 260, L. 1967; R.C.M. 1947, 44-221; amd. Sec. 348, Ch. 56, L. 2009.

Montana Code Annotated 2023

TITLE 22. LIBRARIES, ARTS, AND ANTIQUITIES

CHAPTER 1. LIBRARIES

Part 3. Free Public Libraries

Trustees -- Powers And Duties

22-1-309. Trustees -- powers and duties. The library board of trustees shall have exclusive control of the expenditure of the public library fund, of construction or lease of library buildings, and of the operation and care of the library. The library board of trustees of every public library shall:

(1) adopt bylaws and rules for its own transaction of business and for the government of the library, not inconsistent with law;

(2) establish and locate a central public library and may establish branches thereof at such places as are deemed necessary;

(3) have the power to contract, including the right to contract with regions, counties, cities, school districts, educational institutions, the state library, and other libraries, to give and receive library service, through the boards of such regions, counties, and cities and the district school boards, and to pay out or receive funds to pay costs of such contracts;

(4) have the power to acquire, by purchase, devise, lease or otherwise, and to own and hold real and personal property in the name of the city or county or both, as the case may be, for the use and purposes of the library and to sell, exchange or otherwise dispose of property real or personal, when no longer required by the library and to insure the real and personal property of the library;

(5) pay necessary expenses of members of the library staff when on business of the library;

(6) prepare an annual budget, indicating what support and maintenance of the public library will be required from public funds, for submission to the appropriate agency of the governing body. A separate budget request shall be submitted for new construction or for capital improvement of existing library property.

(7) make an annual report to the governing body of the city or county on the condition and operation of the library, including a financial statement. The trustees shall also provide for the keeping of such records as shall be required by the Montana state library in its request for an annual report from the public libraries and shall submit such an annual report to the state library.

(8) have the power to accept gifts, grants, donations, devises, or bequests of property, real or personal, from whatever source and to expend or hold, work, and improve the same for the specific purpose of the gift, grant, donation, devise, or bequest. These gifts, grants, donations, devises, and bequests shall be kept separate from regular library funds and are not subject to reversion at the end of the fiscal year.

(9) exercise such other powers, not inconsistent with law, necessary for the effective use and management of the library.

History: Ap. p. Sec. 5, Ch. 260, L. 1967; Sec. 44-222, R.C.M. 1947; Ap. p. Sec. 1, Ch. 47, L. 1927; re-en. Sec. 5668.17, R.C.M. 1935; Sec. 11-1006, R.C.M. 1947; R.C.M. 1947, 11-1006(part), 44-222.

Montana Code Annotated 2023

TITLE 22. LIBRARIES, ARTS, AND ANTIQUITIES

CHAPTER 1. LIBRARIES

Part 3. Free Public Libraries

Chief Librarian -- Personnel -- Compensation

22-1-310. Chief librarian -- personnel -- compensation. The board of trustees of each library shall appoint and set the compensation of the chief librarian who shall serve as the secretary of the board and shall serve at the pleasure of the board. With the recommendation of the chief librarian, the board shall employ and discharge such other persons as may be necessary in the administration of the affairs of the library, fix and pay their salaries and compensation, and prescribe their duties.

History: En. Sec. 6, Ch. 260, L. 1967; R.C.M. 1947, 44-223.

Montana Code Annotated 2023

TITLE 22. LIBRARIES, ARTS, AND ANTIQUITIES

CHAPTER 1. LIBRARIES

Part 3. Free Public Libraries

Use Of Library -- Privileges

22-1-311. Use of library -- privileges. Every library established under the provisions of this part shall be free to the use of the inhabitants of the city or the county supporting such library. The board may exclude from the use of the library any and all persons who shall willfully violate the rules of the library. The board may extend the privileges and use of the library to persons residing outside of the city or county upon such terms and conditions as it may prescribe by its regulations.

History: En. Sec. 7, Ch. 260, L. 1967; R.C.M. 1947, 44-224.

Library Coverage Underwriting Guide

Effective 7/1/2022 the MMIA is excluding coverage for libraries and library boards in the liability, workers' compensation, and employee benefits programs. However, the MMIA and its board of directors understand the importance of providing these coverages to cities and towns and their respective libraries. As a result, the MMIA has established a process for those member-owners and libraries that desire to have these coverages with MMIA to obtain coverage through an endorsement by meeting specific underwriting criteria.

The underwriting criteria includes:

- Library staff must be employees of the city/town.
- Library must adopt and adhere to city/town personnel policies listed in Exhibit A of this underwriting guide.
 - The grievance process must include the city/town at some level.
- Library must regularly participate in MMIA trainings in human resources and safety.
- Agreement between the city/town and library must identify responsible parties for building and contents property coverage.
- Agreement between the city/town and library must incorporate the items above.

MMIA has included a sample memorandum of understanding to assist member-owners and their respective libraries to meet the criteria, see Exhibit B.

Exhibit A

In order to meet the underwriting criteria for coverage with MMIA, the library must adopt and adhere to city/town personnel policies listed below.

1. The Entity has in place a New Employee Orientation Program which ensures that the new employee has accurately completed his or her payroll and benefit forms; notifies the employee as to the location of required notices; and provides the new employee with adequate safety training and education as soon as practicable upon the commencement of employment.
2. The entity has a written hiring and selection process that complies with applicable Federal and State Law.
3. The Entity has a written Harassment Prevention policy that complies with applicable Federal and State Law.
4. The Entity, if conducting Drug/Alcohol Testing, has a Drug and Alcohol Testing policy that complies with applicable Federal and State Law.
5. The Entity has a Anti-Discrimination Policy that complies with Title VII of the 1964 Civil Rights Act as amended, (Title 29 United States Code) and Montana's Human Rights Act (Title 49, Montana Code Annotated).
6. The Entity has a written grievance policy for employees.
7. The Entity has current, written job descriptions, that comply with Federal and State Law for all positions.
8. The Entity complies with the Americans with Disabilities Act (Title 42 United States Code, Chapter 26).
9. The Entity complies with the Family and Medical Leave Act (Title 29 United States Code, Chapter 28), if applicable.
10. The Entity has written guidelines and procedures for disciplining employees.
11. The Entity has a records retention policy/practice for all employment related documents, which complies with Federal and State Law.

Exhibit B

SERVICE AGREEMENT AND MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY/TOWN OF _____ AND THE _____ LIBRARY BOARD OF TRUSTEES

This Service Agreement and Memorandum of Understanding (“Agreement”) is entered into this ___ day of _____ 20__ between the City/Town of _____, Montana, a municipal corporation of the State of Montana (hereafter, “City/Town”), through its City Manager/Mayor, and the _____ Library Board of Trustees (hereafter, “Library Board”), together referred to hereafter as “the parties”.

RECITALS

WHEREAS, the City/Town has established a free public library, the _____ Public Library (“Library”) for the use of the citizens under regulations as prescribed by the Library Board, subject to approval of the City/Town (enter city/town code if applicable; § 22-1-309, MCA);

WHEREAS, the Library Board has exclusive control of the expenditure of the public library funds subject to a budget approved by the City/Town as well as other duties and authority set for and governed by (§ 22-1-309, MCA and § 22-1-310, MCA);

WHEREAS, to address the ability of the City/Town to provide (insert the applicable coverages such as liability, workers’ compensation, and/or health) coverage for the Library, and to make clear the rights and obligations by and between the City/Town and the Library Board, the parties desire to create this Memorandum of Understanding regarding the City/Town and the Library’s respective rights and obligations, specifically as they relate to personnel management, such as to ensure that they are clearly-defined and understood.

UNDERSTANDING OF THE PARTIES

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, the parties agree as follows:

1. PURPOSE: The purpose of this Agreement is to provide stability and a framework of the roles, responsibilities and relationships of the City/Town and Library Board as it relates to the efficient operation and management of the Library for the benefit of the community.

2. TERM: This Agreement shall commence for the fiscal year beginning July 1, 20__ and shall continue through and include June 30, 20__. The Agreement will automatically renew for each subsequent fiscal year unless one party provides written notice to the other at least ninety (90) days prior to the end of the term, of its intention to not renew the same.

3. OBLIGATIONS OF THE CITY/TOWN:

3.A. Insurance Coverage: The City/Town agrees to provide (insert the applicable coverages such as liability, workers' compensation, and/or health) to library employees.

3.B. Personnel costs: *This will vary and should be completed as needed if the city/town covers personnel costs. This should indicate what is covered – such as wages, health insurance, retirement, unemployment, etc.*

3.C. Payroll and accounting: The City/Town agrees to handle the payroll and accounting for the library.

4. OBLIGATIONS OF THE LIBRARY BOARD:

4.A. Funding Library Operations: *Varies – the agreement can indicate the source of funding for the library's operations.*

4.B. Annual Budget: The Library Board will prepare an annual budget for approval by the City/Town in accordance with state law (§ 22-1-309(6), MCA).

4.C. Public Entity and Open Meeting Laws: The Library Board agrees to comply with all laws pertaining to public entities including open meetings.

5. ADDITIONAL OBLIGATIONS

5.A. The _____ agrees to provide property coverage for the Library building and the _____ agrees to provide property coverage for the contents of the library.

6. OPERATION OF THE LIBRARY:

6.A. Library Board Authority: The Library Board shall have the authority to determine the policy for the operation and care of the Library; prepare budgets; authorize expenditures; determine the selection of materials; and negotiate contracts and agreements as set forth in § 22-1-309, MCA. The Library Board further agrees to provide the City/Town with timely notice of all policy modifications or changes, including providing any written documentation which accompanies and/or supports such modifications or changes.

6.B. Execution of Contracts/Agreements: Per MCA 22-1-309 (3) the Library Board may contract for library services. The City Manager/Mayor has the right to consult with the Library Board about any contracts and agreements for the Library.

6.C. Personnel Management: Pursuant to § 22-1-310, MCA, the Library Board oversees employees at the library. In recognition of library employees also being city/town employees, the Library Board agrees to the following:

6.C.1 Employee Status and Policy: Library employees are employees of the City/Town. The parties acknowledge and understand that as employees of the City/Town, all applicable City/Town policies shall apply including but not limited to the City/Town personnel policies.

The Library must notify the City/Town of any change in status of any/all Library employees. This notification must be completed in a timely manner so that required timelines/deadlines can be met for completion of forms and notification of appropriate agencies.

6.C.2. Appointment and hiring. The Library Board shall have the authority and responsibility for hiring, appointment, termination, and disciplinary proceedings of the Library Director and, in coordination with the Library Director, library employees. The Library Board and Library Director shall follow city/town personnel policies and procedures for hiring and appointment and shall seek the guidance of city/town human resources (HR) in ensuring that the hiring process is legal and follows city/town protocol.

6.C.2.a. Administrative status and supervision of Library Director and employees. The Library Director shall have the administrative status of a City/Town department head and shall report to and be supervised by the Library Board. The Library Director will attend department head meetings and will communicate regularly with the City Manager/Mayor. The Library Board has the authority and responsibility for evaluating the performance of the Library Director. The Library Director will supervise any library employees and is responsible for library employees' performance evaluations.

The Library Board and Library Director shall follow City/Town policy and procedures for supervision, handling grievances, discipline and/or termination. The Library Director and/or Library Board agrees to confer with City/Town HR and/or the City Manager/Mayor during a grievance or termination process. The City/Town may contact the City/Town's coverage provider and/or legal counsel for guidance and will report back to the Library Director and/or Library Board on appropriate action. The Library Director and Library Board agree to follow the recommendations of the coverage provider and/or legal counsel.

If there is a disagreement about the handling of a personnel management issue, the City/Town, Library Board, and Library Director agree to follow the recommendations of the City/Town attorney and/or HR professional. All parties agree to act in good faith and in the best interests of the Library and citizens of the City/Town in resolving any disagreements.

6.C.2.b. Execution of Library operation and policies. The Library Director shall manage the operations of the Library and be responsible to the Library Board for the execution of the Library Board's policies. The Library Director and employees agree to follow the payroll and accounting procedures of the City/Town.

6.C.2.c. Salary. The Library Board will fix library employee salary and any annual adjustments within the approved budget. The Library Board will work with the City/Town to determine a salary structure.

6.D. Building. The Library building is owned by the _____. The Library Board sets policy and works with the Library Director and staff on the use of the space. The Library Board agrees to confer with the _____ when any major changes or building fixes are planned.

7. MODIFICATIONS: Any modifications sought to be made to this Agreement shall be agreed to by both parties and will be memorialized in writing, signed by both parties.

8. NOTICE: Any notice required or permitted under this Agreement shall be deemed sufficiently given or serviced if sent by mail or hand delivered to:

City/Town (insert address)

Library Board (insert address)

Either party may, by written notice at any time during the term of this Agreement, designate a different address to which notices hereunder shall subsequently be sent. Written notice hereunder shall be deemed to have been given as of the time the same is deposited in the United States mail.

9. TIME OF ESSENCE: Time shall be of the essence of this Agreement and all the terms, covenants and conditions hereof shall be performed at or before the times herein set forth. Any forbearance on the part of either party in the enforcement of the terms and conditions of this Agreement shall in no way be construed as a waiver of default thereof or waiver of the obligatory effect of such provision.

10. CONSTRUCTION AND BINDING EFFECT: This Agreement shall be construed under the laws of the State of Montana and shall be binding upon and inure to the benefit of the respective parties, their heirs, executors, successors and assigns.

11. SEVERABILITY: If any term of this Agreement should hereafter be declared or becomes void or unenforceable by judicial decree or operation of law, all other terms of this Agreement shall continue to be effective unless the void or unenforceable terms materially defeats the manifest intent and purpose of this agreement.

12. BINDING: This Agreement shall be binding upon the successors and assigns of the parties hereto.



IN WITNESS WHEREOF, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this Agreement, and the parties hereto approve and execute this Agreement.

CITY/TOWN OF _____

Insert name of City Manager/Mayor

* APPROVED AS TO FORM:

Insert name of City/Town Attorney

LIBRARY BOARD OF TRUSTEES

Insert name of Board Chair

SAMPLE



LIBRARY MILL LEVY

FACT SHEET

After years of hearing from the community about wanting more services, improving programming, and increasing hours, in 2023, the Great Falls Public Library listened and put a question to the voters about what it would take for the Library to meet their needs. The voters were clear in their support of the Library. They understood that a thriving library is critical for a well-connected community and voted to pass the levy even under tough economic times.

Promises Delivered

In our campaign to pass a levy, we made promises to voters and our community about what we would do with these valuable resources, and we are delivering on them.

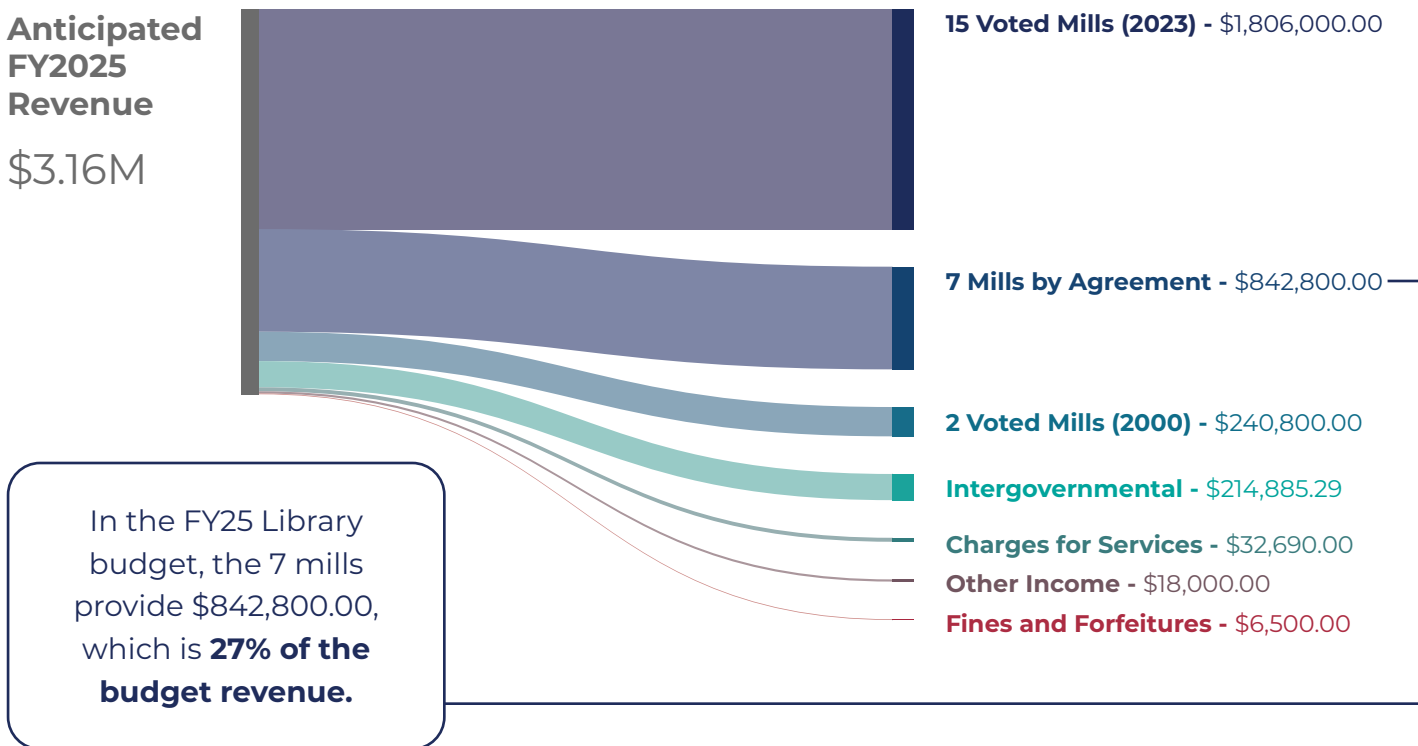
- We've already improved access by making Library parking free.
- We are providing more educational programming and providing access to more digital resources—including eBooks, language resources, and FREE online classes for job seekers and local business owners.
- The Library is now open seven days a week, and the book mobile provides service six days a week.
- We restarted our homebound service for seniors, veterans, and people with disabilities.
- We are providing more educational programming for children and families.

The Library has a **legal and moral obligation** to follow the will of the voters and provide these essential services.

Paris and Valeria Gibson created the first library in Great Falls when they founded our city. For 130 years, the City of Great Falls has provided funding for the Library because our community understands the importance of literacy and access to information. Last year, we worked with the Commission to put a levy before the voters that would create enough revenue to hire new staff to provide expanded library services. That plan included the additional 15 mills and continued funding from the City at 7 mills. It also called for the existing Library’s \$350,000 general fund subsidy to be reallocated to support other City priorities.

If the Commission goes back on its commitment to continue City financial support of the Library, it will be negating what the voters wanted and going against the will of the people.

The Library must keep our promises and make critical investments in the future of our city.



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| <p>Public Safety Levy Ask</p> | <p>103.75 mills per year to raise approximately \$13,675,910.</p> <p>The estimated FY2025 revenue from the Library’s 7 mills by agreement is \$842,800, less than 6% of the funds requested in the Public Safety Levy.</p> |
| <p>Library Levy Ask</p> | <p>15 mills per year to raise approximately \$1,594,500.</p> <p>With the increase in property values, in FY2024, the 15 mills raised \$1,889,670, which is \$211,543 more revenue than initially estimated. Library expenses also increased significantly from the original estimates.</p> |