

RESOLUTION NO. R22-18

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF LAUREL AND THE CITY OF LAUREL LIBRARY BOARD OF TRUSTEES

BE IT RESOLVED by the City Council of the City of Laurel, Montana,

Section 1: Approval. The Memorandum of Understanding by and between the City of Laurel and the City of Laurel Library Board of Trustees, a copy attached hereto and incorporated herein, is hereby approved.

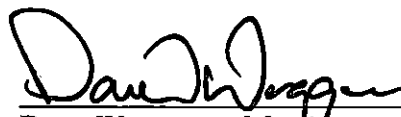
Section 2: Execution. The Mayor is hereby given authority to execute the Memorandum of Understanding on behalf of the City.

Introduced at a regular meeting of the City Council on the 26th day of April, 2022, by Council Member Mize.

PASSED and APPROVED by the City Council of the City of Laurel the 26th day of April, 2022.

APPROVED by the Mayor the 26th day of April, 2022.

CITY OF LAUREL



Dave Waggoner, Mayor

ATTEST:



Kelly Stricker, Clerk-Treasurer

APPROVED AS TO FORM:



Michele L. Braukmann, Civil City Attorney

**MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF
LAUREL AND THE LAUREL LIBRARY BOARD OF TRUSTEES**

This Memorandum of Understanding (“Agreement”) is entered into this 20 day of April 2022 by and between the City of Laurel, Montana, a municipality of the State of Montana (hereinafter, “the City” or “the City of Laurel”), and the Laurel Library Board of Trustees (hereinafter, “the Library Board” or the “Laurel Library Board”), together referred to hereafter as “the parties”.

RECITALS

WHEREAS, the City has established a free public library, the Laurel Public Library (“Library”) for the use of the citizens under regulations as prescribed by the Library Board, subject to approval of the City (LMC 2.80.010 *et al*; § 22-1-309, MCA);

WHEREAS, the City, and the Montana Federation of Public Employees (“Association”) have entered a Collective Bargaining Agreement (“CBA”), in which Library employees are considered member employees;

WHEREAS, said CBA was established through collective bargaining procedures as provided for under Montana law, “the promotion of harmonious relations” between the City and Association and “the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and fringe benefits, employee safety, and other conditions of employment”;

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

WHEREAS, based upon recent decisions of the insuring entity for the City of Laurel (the Montana Municipal Interlocal Authority), it has become apparent that the City cannot continue to insure the Library without a clear understanding and agreement with regard to how personnel matters are handled by and between the City of Laurel and the Library Board;

WHEREAS, in relationship to the issues that have arisen related to insurance for the Library and the Library Board, and substantial legal precedent through the State of Montana, it is clear that both the City of Laurel and the Library Board need to have input and decision-making authority in relationship to how personnel decisions are made for library personnel, which includes all decisions related to hiring, discipline, and termination of library personnel;

WHEREAS, the Library Board acknowledges and agrees that significant impediments exist that would impair the Library Board from obtaining insurance coverage, if it does not share the rights and responsibilities with regard to personnel management, with the City;

WHEREAS, the Library Board is agreeable to specific terms and conditions that allow the City to engage in personnel management decisions, address various employment concerns, as allowed by law, in a collaborative and equal manner; and

WHEREAS, to address the ability of the City to provide insurance coverage for the Library, and to make clear the rights and obligations by and between the City and the Library Board, the parties desire to create this Memorandum of Understanding regarding the City 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 for the roles, responsibilities and relationships of the City and Library Board as it relates to the efficient operation and management of the Library for the benefit of the community and to address all personnel management obligations, rights, and responsibilities of the City of Laurel and the Laurel Library Board.

2. **TERM:** This Agreement shall commence effective upon the date executed below. The Agreement will automatically renew for each subsequent 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:**

3.A. Insurance Coverage: The City agrees to provide property insurance coverage for the City of Laurel Library building and contents, as well as liability and Employment Practices Liability Insurance coverage under the City's insurance policies with the Montana Municipal Interlocal Authority, upon execution of this Memorandum of Understanding.

4. **OBLIGATIONS OF THE LIBRARY BOARD:**

4.A. Laws and Regulations: As a tax-supported public library, the Library Board must be aware of and ensure that all laws and regulations which relate to public libraries are properly followed. If any laws and regulations are not followed, the Library Board agrees to fully indemnify and hold harmless the City for any failure to follow such laws and regulations.

5. **OPERATION OF THE LIBRARY:**

5.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 agrees to work with the City cooperatively to discuss modifications or changes that will facilitate the efficient operation of the Library for the benefit of the public. The Library Board further agrees to provide the City with timely notice of all policy modifications or changes, including providing any written documentation which accompanies and/or supports such modifications or changes.

5.B. Execution Contracts/Agreements: The City Mayor, with the approval of City Council, shall execute all contracts and agreements for the Library.

5.C. Personnel Management: Pursuant to § 22-1-309(3), MCA, the Library Board agrees to delegate personnel authority as found in § 22-1-310, MCA, to the City as follows:

5.C.1. Library Director.

5.C.1.a. Appointment. Pursuant to the City's Charter, Article III, and the delegation of authority herein, the City shall have the authority and responsibility for hiring, appointment, termination, and disciplinary proceedings of the Library Director. Appointment and/or termination of the Library Director, however, will be made in consultation with and be confirmed by the Library Board. If any disagreement exists between the City and the Library Board, the City is the ultimate decisionmaker in relationship to the aforementioned obligations.

5.C.1.b. Administrative status. The Library Director shall have the administrative status of a City Department Head and shall report to and be supervised by the City Mayor.

5.C.1.c. 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 as authorized by Section 5.A. above.

5.C.2. All Other Library Employees.

5.C.2.a. Pursuant to the City's Charter, Article III, and the delegation of authority herein, the City shall have authority and responsibility for all personnel matters including but not limited to hiring, termination, and disciplinary proceedings, employee safety, and other conditions of employment for Library employees.

5.C.2.b. Supervision/management. The Library Director shall supervise and manage all Library employees, in collaboration with the City Mayor and the Library Board. The Library Director agrees to consult, on a regular basis, with the Civil City Attorney, on any personnel management decisions that may result in liability exposure for the City, including discipline and termination of any employees.

5.D. Building. The City of Laurel Library building is owned by the City. The City agrees to provide day-to-day maintenance and general repair for the building. The Library Board agrees that any rental or use of Library facilities by other entities, organizations, groups, and/or individuals, will comply with the City's process.

6. **INDEMNIFICATION AND HOLD HARMLESS:** The City and Library Board agree to a mutual indemnification in which each party will indemnify the other for the negligent acts of its employees, board members, agents and/or subcontractors. Each party shall indemnify, hold harmless and defend the other party, at that party's own expense, against any and all claims made for any accident, injury, or damage that occurs in, on, or about the Library that is caused by an act or omission of that party's employee, board member, agent and/or subcontractors.

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 of Laurel
Attn: City Mayor
PO Box 10
Laurel, MT 59044

City of Laurel Library Board
Attn: Laurel Library Board
PO Box 10
Laurel, MT 59044

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.

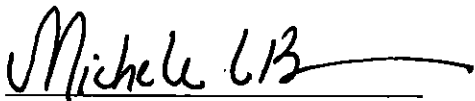
12. BINDING: This Agreement shall be binding upon the successors and assigns of the parties hereto.

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 OF LAUREL


Dave Waggoner, City Mayor

* APPROVED AS TO FORM:


Michele L. Braukmann, Civil City Attorney

* The City Attorney has provided advice and approval of the foregoing document language on behalf of the City of Laurel, and not on behalf of other parties or entities. Review and approval of this document by the City Attorney was conducted solely from a legal perspective and for the exclusive benefit of the City of Laurel. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

LAUREL LIBRARY BOARD OF TRUSTEES

Arthur Vogeles, Chair

Kate Manley, Trustee

Samantha Barnhart, Trustee

Lela Schlitz, Trustee

Katie Fjelstad, Trustee

Nancy Schmidt, Secretary



MONTANA MUNICIPAL INTERLOCAL AUTHORITY
NOTICE OF INTENT FOR PUBLIC LIBRARY COVERAGE

Member:	City of Laurel
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Effective 07/01/2022, libraries and library boards are excluded from coverage for liability, workers' compensation, and employee benefits in the MMIA 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 but is not limited to:

- Library staff must be employees of the city/town.
- Library must adopt and adhere to city/town personnel policies.
- Library agreement must allow input and authority by city/town for personnel decisions such as hiring, termination, discipline, grievances, ADA, harassment prevention, and safety.
- Agreement between the city/town and library must incorporate the items above.

Please indicate below whether City of Laurel intends to seek coverage for the public library through endorsement, and return this form to Britani Laughery at blaughery@mmia.net or via fax to Britani's attention at 406-449-7440 no later than close of business on **05/16/2022**. If no response is received by that date, MMIA will assume coverage is not being sought.

For questions, please contact Alan Hulse at 406-495-7014 or Britani Laughery at 406-495-7004.

Yes, City of Laurel intends to seek coverage for the public library through endorsement.

<u>Dave Waggoner, Mayor</u> Authorized Representative (Print Name)	<u>Dave Waggoner</u> Signature	<u>4/26/22</u> Date
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No, City of Laurel does not intend to seek coverage for the public library through endorsement.

_____ Authorized Representative (Print Name)	_____ Signature	_____ Date
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