

RESOLUTION NO. R22-37

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE A REVISED 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: Background. The City Council previously approved a Memorandum of Understanding by and between the City of Laurel and the City of Laurel Library Board of Trustees. After consultation between the Civil City Attorney, the Library Board of Trustees, and the City's insurance provider ("the MMIA"), the parties have made revisions to the original Memorandum of Understanding. A revised Memorandum of Understanding by and between the City of Laurel and the City of Laurel Library Board of Trustees is attached hereto and fully incorporated herein.

Section 2: Approval. The revised 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.

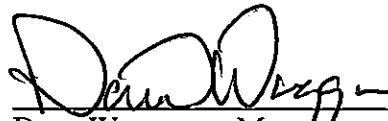
Section 3: Execution. The Mayor is hereby given authority to execute the revised Memorandum of Understanding on behalf of the City.

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

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

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

CITY OF LAUREL



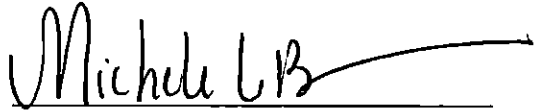
Dave Waggoner, Mayor

ATTEST:



Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

A handwritten signature in black ink that reads "Michele LB". The signature is written in a cursive style with a long horizontal flourish extending to the right.

Michele L. Braukmann, Civil City Attorney

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

This Service Agreement and Memorandum of Understanding (“Agreement”) is entered into this ___ day of July, 2022 between the City of Laurel, Montana, a municipal corporation of the State of Montana (hereinafter “the City”), through its Mayor, and the City of Laurel Library Board of Trustees (hereinafter “the Library Board” or “the Library”), together referred to hereafter as “the parties”.

RECITALS

WHEREAS, the City has established a free public library, the City of 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 Library Board has exclusive control of the expenditure of the public library funds subject to a budget approved by the City 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 to provide general liability, workers’ compensation, and health 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 of 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.

2. TERM: This Agreement shall commence for the fiscal year beginning July 1, 2022 and shall continue through and include June 30, 2023. 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:

3.A. Insurance Coverage: The City agrees to provide general liability, property, workers’ compensation, and health insurance coverage for the Library and Library employees.

3.B. Personnel Costs: The City agrees to cover all costs of general liability, property, workers' compensation, and health insurance coverage for the Library and Library employees.

3.C. Payroll and Accounting: The City agrees to handle the payroll and accounting for the Library.

4. OBLIGATIONS OF THE LIBRARY BOARD:

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

4.B. 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 City agrees to provide property coverage for the Library building, and the City 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 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 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 employees, the Library Board agrees to the following:

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

The Library must notify the City 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 personnel policies and procedures for hiring and appointment and shall seek the guidance of the Civil City Attorney in ensuring that the hiring process is legal and follows City 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 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 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 policy and procedures for supervision, handling grievances, discipline and/or termination. The Library Director and/or Library Board agrees to confer with the Civil City Attorney and the Mayor during a grievance or termination process. The City may contact the Civil City Attorney and/or the City's coverage provider 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 Civil City Attorney and/or the City's coverage provider.

If there is a disagreement about the handling of a personnel management issue, the City, Library Board, and Library Director agree to follow the recommendations of the Civil City Attorney and/or the City's coverage provider. All parties agree to act in good faith and in the best interests of the Library and citizens of the City 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.

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 to determine a salary structure.

6.D. Building. The Library building is owned by the City. 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 Mayor 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 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.

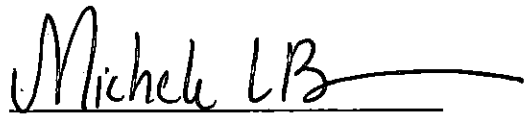
IN WITNESS WHEREOF, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this Agreement, and the parties hereto approve and execute this Agreement.

CITY OF LAUREL



Dave Waggoner, City Mayor

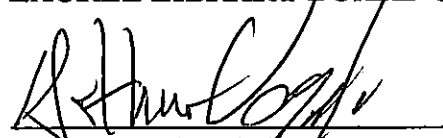
* APPROVED AS TO FORM:



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 Vogele, Chair