

# MEMORANDUM OF UNDERSTANDING

between  
**CITY OF CONRAD**  
and  
**CONRAD PUBLIC LIBRARY**

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This Memorandum of Understanding agreement (herein referred to as “AGREEMENT”) is adopted and approved by both parties listed below, and shall become effective as of [date],

**BETWEEN:** City of Conrad (herein referred to as “CITY”),  
an incorporated city of the state of Montana,  
governed by the Council Aldermen,  
located at:

411 ½ South Main Street, Conrad, Montana

**AND:** Conrad Public Library (herein referred to as “LIBRARY”),  
an established public library in the city of Conrad and in the county of Pondera,  
governed by the Board of Trustees,  
located at:

15 4<sup>th</sup> Avenue Southwest, Conrad, Montana

## PURPOSE

The purpose of this AGREEMENT is to provide a framework of the roles and relationships of the CITY and LIBRARY as it relates to the efficient operation and management of the city/county Conrad Public Library for the benefit of the community. This AGREEMENT shall serve as the primary governing agreement between the CITY and the LIBRARY, and as an acknowledgement that both parties will cooperate, act in good faith, and provide respectful and open communication.

This AGREEMENT is in addition to all applicable laws, rules, agreements, codes, and bylaws.

## BOARD OF TRUSTEES

The CITY shall appoint a LIBRARY board of trustees for the Conrad Public Library, as stated and outlined in Montana Code Annotated § 22-1-308. The LIBRARY shall notify the CITY of any/all change in status of LIBRARY trustees.

The LIBRARY shall make available to the general public a form to be completed disclosing interest in a LIBRARY trustee position. Completed forms shall be gathered and held by the LIBRARY, and provided to the CITY for consideration of appointment in the event of a vacancy.

## **ACCOUNTING**

LIBRARY trustees shall have exclusive control of the expenditure of the Conrad Public Library fund and of its operation and care, as stated and outlined in Montana Code Annotated § 22-1-309.

The CITY shall serve as the fiscal agent for the LIBRARY, including financial administration, payroll, and record keeping of all LIBRARY funds. Financial records of all fiscal activity of the LIBRARY, including any/all petty cash accounts, shall be kept current at the CITY.

Annually, the LIBRARY, with the cooperation of the City Finance Officer, shall prepare a budget in a timely manner and have said budget approved during a LIBRARY trustee meeting. A meeting between CITY and LIBRARY, with all governed parties invited, shall then be scheduled for the formal submission and review of the approved budget.

Any/all LIBRARY income will be deposited into the LIBRARY fund(s) within the CITY, as required by regulations, including any/all transferred mill levy monies and state aid.

Any/all LIBRARY expenses will be paid out of the LIBRARY fund(s) within the CITY, as requested by presentation of proper paperwork, including invoices and purchase orders.

## **HUMAN RESOURCES**

LIBRARY trustees shall appoint and set the compensation of the Library Director, and employ/discharge other employees as necessary, having control of all compensation decisions and prescribed duties, as stated and outlined in Montana Code Annotated § 22-1-310. LIBRARY employee position descriptions shall be developed by the LIBRARY and kept on file at the CITY.

The LIBRARY shall notify the CITY of any/all change in status of LIBRARY employees for payroll payments, tax deductions, contributions, and benefit management needs in a timely manner. LIBRARY employer/employee payment records, including submitted time sheets, shall be kept current at the CITY.

LIBRARY employees shall have available the same benefits offered to other CITY employees, including health insurance, life insurance, retirement plans, leaves, and the like. The CITY shall provide LIBRARY employees with any/all information pertaining to the offered benefits.

The LIBRARY shall maintain confidential personnel files pertaining to LIBRARY employees, such as employment applications, performance evaluations, training records, commendations, disciplinary records, and resignation/termination documentation, at the LIBRARY.

LIBRARY employees shall comply with and have access to the CITY personnel policy manual and be given notice when any/all policies are amended or repealed. The Library reserves the right to submit an amendment to the CITY personnel policy manual when there is a need for language specific to LIBRARY board authority and LIBRARY employees.

## **BUILDING**

The CITY will provide its owned building, located at 15 4<sup>th</sup> Avenue Southwest in Conrad, Montana, for use as the Conrad Public Library without rental charge. The CITY shall have access to the aforementioned building to maintain, monitor, repair, and replace systems and fixtures, and to allow for deliveries. The CITY shall not provide access to others unless specifically directed to do so or given permission by the Library Director.

The LIBRARY shall determine and manage the hours of operation within the building, when closed or open to the public, and will make every effort to stay consistent with any/all CITY recognized holidays.

The LIBRARY shall be responsible for funding: heating/cooling, electricity, telephone/internet, cleaning, interior building maintenance, elevator upkeep, furnishings, and interior design upgrades to/within the building, along with any/all necessary insurance policies (building, liability, and property).

The CITY shall be responsible for funding: water/sewer/garbage services, lighting fixture replacements, snow removal, grounds and lot maintenance, and “heavy lifting” projects to/within the building.

The CITY and LIBRARY shall jointly be responsible for funding: exterior capital improvement costs to the building. Appropriate allocation of budgeted costs shall be negotiated between the CITY and the LIBRARY and shall not be reasonably withheld by either party.

## **TERM**

The term of this AGREEMENT shall commence on the effective date. This AGREEMENT shall automatically renew at the beginning of each subsequent fiscal year (July 1<sup>st</sup>) unless a party provides written notice to the other party at least six (6) months prior to the end of the fiscal year (June 30<sup>th</sup>) with intention to modify or with intention to terminate. This AGREEMENT shall be amended cooperatively and with mutual consent from both the CITY and LIBRARY.

## ACKNOWLEDGEMENT

This AGREEMENT is approved as written by the City of Conrad Council during its meeting and shall be documented in the official meeting minutes on [date].

**BY:**

\_\_\_\_\_  
[name/title]

*Karla Breeding, President*

\_\_\_\_\_  
[date]

**ATTEST:**

\_\_\_\_\_  
[name/title]

*Wendy Judisch, Mayor*

\_\_\_\_\_  
[date]

This AGREEMENT is approved as written by the Conrad Public Library Board of Trustees during its meeting and shall be documented in the official meeting minutes on [date].

**BY:**

\_\_\_\_\_  
[name/title]

*Glenda McKeone, Chair*

\_\_\_\_\_  
[date]

**ATTEST:**

\_\_\_\_\_  
[name/title]

*Carolyn Donath, Director*

\_\_\_\_\_  
[date]