

**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, subject to the provisions in this Agreement; 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, subject to the provisions in this Agreement; 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 Library Director and set the Library 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 Library 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, discipline and/or 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, discipline or termination.
- 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 2029, 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).

Fiscal Year 2028: An amount equal to three and one-half (3 ½) mills (based on the 2027 certified taxable valuation information from the Montana Department of Revenue).

Fiscal Year 2029: An amount equal to three and one-half (3 ½) mills (based on the 2028 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.

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 contents. 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 the date of the last signature of the parties affixed below 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. Either party may request a review of this Agreement prior to the conclusion 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 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 5021
 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. **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.
12. **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.
13. **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.

14. **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.

15. **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.

16. **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