

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF LEWISTOWN AND THE LEWISTOWN  
LIBRARY BOARD OF TRUSTEES TO FUND LIBRARY  
PERSONNEL COSTS**

This Memorandum of Understanding is entered into this 18<sup>th</sup> day of December, 2019 between the City of Lewistown, (hereafter, "City"), through its City Manager, and the Lewistown Library Board of Trustees (hereafter, "Library Board"), together referred to hereafter as "the parties".

**Purpose:** The purpose of this agreement is to provide more stability to City and Library operations as it relates to the City's partial funding of Library operations.

**Whereas**, the City has established a free public library for the use of the citizens under regulations as prescribed by the Library Board, subject to approval of the City (Lewistown City Code 2-6-2; MCA § 22-1-309).

**Whereas**, the Library Board has exclusive control of the expenditure of the public library fund subject to a budget approved by the City (MCA § 22-1-309).

**Whereas**, to simplify annual budget appropriations to the Library, the parties desire to implement a procedure whereby the City would fund all Library personnel costs and the Library Board would fund, or be responsible for funding, all other Library operations.

1. **CITY AGREES:**

a. As the City's contribution to support the Library, to budget for all Library personnel costs for up to 5.5 FTE's for positions as described in the most current Collective Bargaining Agreement (CBA).

i. "*Personnel costs*" include:

- wages as provided by the current CBA and, in the case of the Library Director, the annual salary approved by the Library Board
- State and Federal withholding taxes
- Workers Compensation contributions
- Overtime
- Health Insurance contributions
- PERS contributions
- Unemployment contributions

- Retirement/termination buy out of accrued sick/vacation leave

- b. To provide property insurance coverage for the Carnegie Library building and contents as well as liability coverage under the City's insurance policies with the Montana Municipal Interlocal Authority.
- c. To the extent the Library Board does not employ 5.5 FTE's, the personnel wage cost savings to the City will be retained by the City. This savings will be set aside for library use.
- d. To match contributions made by the Library Board up to \$5,000 to be placed in a Library building depreciation account to offset maintenance, expansion, remodeling or other approved building costs.

2. **LIBRARY BOARD AGREES:**

- a. that it will be responsible for providing funding for all library operations and building maintenance through diversified funding, except for the personnel costs paid by the City.
- b. that it will continue to prepare an annual budget for approval by the City in accordance with state law.
- c. that in the event a Library employee retires or resigns, triggering a buy-out of that employee's vacation and/or sick leave, a hiring freeze for that position may be implemented for a period equivalent to offset the cost of such buy out, but not to exceed 6 months.
- d. that the Board will consult with the City Manager when fixing the Library Director's salary and any annual adjustments. Yearly longevity increases will be calculated on the basis of one-half of 1 percent of the Library Director.

4. **THE PARTIES AGREE:**

- a. Any increase or decrease in working hours or changes in staffing levels (FTE's) must be mutually agreed upon.
- b. The Library Board and City will continue to work together cooperatively to discuss modifications or changes that will facilitate the efficient operation of the Library for the benefit of the public.

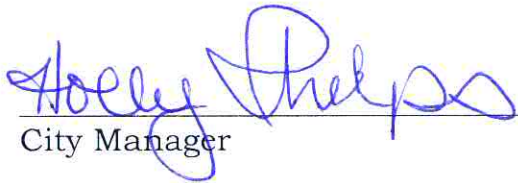
5. **TERM.** The term of this agreement shall commence for the fiscal year

beginning July 1, 2020 and shall continue through and including June 30, 2021. This agreement shall renew for the subsequent fiscal years unless one party provides written notice to the other at least 90 days prior to the end of the term of its intention to not renew the same. Any modifications sought to be made to this agreement shall be made in the same manner.

6. Nothing in this agreement changes or modifies the existing operation of the Library or current Collective Bargaining Agreement. The City acknowledges that the Library Board retains the powers and duties set forth by law; that the Library Director, under the authority of the City Charter and Library Board, will continue to hire, supervise and manage employees in accordance with the most current CBA and existing City Policies and Procedures.

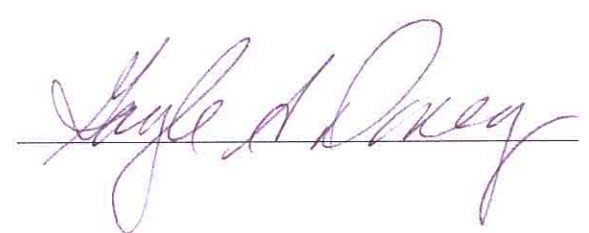
**CITY OF LEWISTOWN**

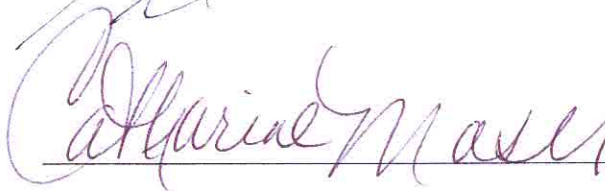
BY: Holly Phelps

  
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City Manager

**LEWISTOWN LIBRARY BOARD OF TRUSTEES**

  
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