MEMORANDUM OF UNDERSTANDING
FOR LIBRARY SERVICES

CITY OF RED LODGE
AND
RED LODGE CARNEGIE LIBRARY BOARD

WHEREAS, the Red Lodge Carnegie Library was established by the City of Red Lodge (hereinafter referred to as the "City") as a free public library by Ordinance 369 on May 28, 1917, and

WHEREAS, the Red Lodge Carnegie Library was re-established by the City as a free public library under the provisions of Montana laws relating to public libraries by Resolution 3158 on September 11, 2003, and

WHEREAS, the City of Red Lodge and the Red Lodge Carnegie Library Board (hereinafter referred to as the "RLCLB") desire to continue and maintain the Red Lodge Carnegie Library as the City's free public library, and

WHEREAS, the affairs and conduct of the Red Lodge Carnegie Library are managed, controlled and directed by the RLCLB of trustees appointed by the mayor, by and with the advice and consent of the city council (Red Lodge Code 8-4-3), and

WHEREAS, the City owns the Red Lodge Carnegie Library building and the grounds on which it sits consistent with Ordinance 369 and Resolution 3158, and

NOW, THEREFORE, BE IT RESOLVED that the City and the RLCLB agree to the following:

A. **RESPONSIBILITIES OF THE RLCLB:**

A1. Insure, with the assistance of the Library Director, that all standards and laws are met so that the Red Lodge Carnegie Library maintains its status as a 'free public library' within the State of Montana and its eligibility for the benefits and grant opportunities inherent in this status.

A2. Insure, with the assistance of the Library Director, that all contractual obligations, standards and laws are met in order to retain annual millage and allocated revenue from Carbon County, the South Central Federation and the State of Montana.

A3. Select and recommend to the City a paid Library Director, certified by the state library as to qualifications and continuing education as specified by the Montana State Library Standards developed by the State Library Commission under MCA 22-1-7.

A4. Annually evaluate the Library Director, as specified by the Montana State Library Standards, and provide to the City a signed annual performance review based upon an up-to-date position description for the Library Director.

A5. Develop, with the assistance of the Library Director, an annual revenue and expenditure budget as specified by the Montana State Library Standards.

A6. Establish, revise and adopt, with the assistance of the Library Director, policies and bylaws as specified by the Montana State Library Standards.

A7. Adopt a job description for the trustees of the RLCLB.

A8. Maintain and update annually, with the assistance of the Library Director, a Facilities Review and a Three-Year Plan for staffing, services, facilities and finances, and provide these to the City for review and consideration.

A9. On behalf of the RLCLB, the Library Director shall complete an annual statistical report in accordance with the Montana State Library Standards.

B. RESPONSIBILITIES OF THE CITY

B1. Appoint a board of trustees in accordance with MCA 22-1-308 in which:

   a. The mayor, with the advice and consent of the city council, shall appoint the trustees for the RLCLB.

   b. The RLCLB must consist of five trustees.

   c. Trustees shall serve without compensation, but actual and necessary expenses incurred in the performance of their official duties may be paid from library funds.

   d. Trustees shall hold their office for five years from the date of appointment. Trustee terms of office shall run so that one trustee completes their five year term every year and is reappointed or replaced before July 1 of each year. Trustees may not serve more than two full terms in succession.

   e. Following the trustee appointment, in July of each year, the trustees shall meet and elect a presiding officer and other officers that they consider necessary, for one-year terms. Vacancies in the RLCLB must be filled for the unexpired term in the same manner as original appointments.

B2. Recognize that the City has responsibility to maintain the Red Lodge Carnegie Library building and grounds with consideration to the City's adopted Capital Improvements Plan and consideration to the Facilities Review and Three-Year Plan for staffing, services, facilities and finances as identified in A8.

B3. Provide insurance coverage to include the Red Lodge Carnegie Library building and contents and liability insurance for the RLCLB.

B4. Provide accounting and human resource services for the Red Lodge Carnegie Library Department (of the City).

B5. Provide, through consultation between the parties, funds each fiscal year from the general fund in consideration of the annual revenue and expenditure budget developed for the Library by the RLCLB as identified in A5. Funds for capital improvement requests may be considered separately through consultation between the Parties.

B6. Maintain the Library Reserve (Account 101060 in the City's General Fund) as detailed in Resolution 3323, March 22, 2011, consistent with the Library Depreciation Fund outlined in MCA 22-1-305 and 306.

B7. Maintain the Library Special Fund (Account 2220) as detailed in Resolution 2071, February 23, 1993, consistent with MCA 22-1-309(8) for the purpose of accepting gifts, grants, donations, devises or bequests of property.

C. DURATION
This Memorandum of Understanding is effective upon execution and continues for three years at which time the Parties will review the terms for renewal for a successive three-year term.

D. MODIFICATION
The Parties may modify this Memorandum of Understanding through a subsequent written and signed agreement that is approved by the governing body of each Party.

E. TERMINATION
Either Party may terminate this Memorandum of Understanding effective on the 30th day of June of any year by providing advanced written notice following consultation between the Parties.

APPROVED BY RED LODGE CITY COUNCIL ON:

_____
Date

By: _____
     Ed Williams, Mayor

Attest: _____   _____
                                   Title

APPROVED BY RED LODGE CARNEGIE LIBRARY BOARD ON:

_____
Date

By: _____
     Jack Exley, Chair

Attest: _____ _____
Title