

**BRIDGER TOWN COUNCIL SPECIAL MEETING AGENDA  
MEETING TIME IS TUESDAY JUNE 14, 2022 AT 7:00 PM,  
BRIDGER TOWN HALL, 108 S D STREET**

Tuesday June 14, 2021

PLEDGE OF ALLEGIANCE:

MEMORANDUM OF UNDERSTANDING WITH BRIDGER LIBRARY:

ADJOURN:

### **Conduct at Public Meetings**

The public is invited to speak on any item under discussion by the Council, after recognition by the presiding officer.

The speaker should stand, and for the record, give his/her name and address, and, if applicable, the person, firm or organization he/she represents. Comments should be limited to three (3) minutes unless approval by the presiding officer, and citizens requesting to speak shall limit him or herself to matters of fact regarding the issue of concern.

Prepared statements are welcomed and should be given to the Clerk of the Council. Prepared statements that are also read, however, shall be deemed unduly repetitious. All prepared statements shall become part of the hearing record.

While the City Council is in session, those in attendance must preserve order and decorum. A member shall not delay or interrupt the proceedings or the peace of the Council, nor disturb any member while speaking or refuse to obey the orders of the Council or its presiding officer.

Any person making personal, impertinent or slanderous remarks or who shall become boisterous or disruptive during the Council meeting shall be forthwith barred from further presentation to the Council by the presiding officer, unless permission to continue be granted by the presiding officer or a majority vote of the Council.

The Bridger Town Council reserves the right to amend these rules of procedure as deemed necessary.

**SERVICE AGREEMENT AND MEMORANDUM OF UNDERSTANDING BETWEEN  
THE TOWN OF BRIDGER AND THE  
BRIDGER PUBLIC LIBRARY BOARD OF TRUSTEES**

This Service Agreement and Memorandum of Understanding (“Agreement”) is entered into this \_\_\_ day of \_\_\_\_\_ 2022 between the Town of Bridger Montana, a municipal corporation of the State of Montana (hereafter, “Town”), through its Mayor, and the Bridger Public Library Board of Trustees (hereafter, “Library Board”), together referred to hereafter as “the parties”.

**RECITALS**

**WHEREAS**, the Town has established a free public library, the Bridger Public Library (“Library”) for the use of the citizens under regulations as prescribed by the Library Board, subject to approval of the Town pursuant to § 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 Town 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 Town to provide liability, workers’ compensation, and/or health coverage for the Library, and to make clear the rights and obligations by and between the Town and the Library Board, the parties desire to create this Memorandum of Understanding regarding the Town 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 Town 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 Town:**

**3.A. Insurance Coverage:** The Town agrees to provide coverages such as liability, workers’ compensation, and/or health to library employees.

**3.B. Personnel costs:** The Town and Library will allocate responsibility for personnel costs such as wages, health insurance, retirement, unemployment, etc., according to their historical past practice.

**3.C. Payroll and accounting:** The Town agrees to handle the payroll and accounting for the library.

#### **4. OBLIGATIONS OF THE LIBRARY BOARD:**

**4.A. Funding Library Operations:** The Town and Library will continue to fund library operations according to their historical past practice.

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

**4.C. 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 Town agrees to provide property coverage for the Library building and the Town agrees to provide property coverage for the contents of the library, according to their historical past practice.

#### **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 Town 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 City Manager/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 Town employees, the Library Board agrees to the following:

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

The Library must notify the Town 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 Town personnel policies and procedures for hiring and appointment and shall seek the guidance of Town human resources (HR) in ensuring that the hiring process is legal and follows Town protocol.

**6.C.2.a. Administrative status and supervision of Library Director and employees.** The Library Director shall have the administrative status of a Town 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 City Manager/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 Town policy and procedures for supervision, handling grievances, discipline and/or termination. The Library Director and/or Library Board agrees to confer with Town HR and/or the City Manager/Mayor during a grievance or termination process. The Town may contact the Town's coverage provider and/or legal counsel 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 coverage provider and/or legal counsel.

If there is a disagreement about the handling of a personnel management issue, the Town, Library Board, and Library Director agree to follow the recommendations of the Town attorney and/or HR professional. All parties agree to act in good faith and in the best interests of the Library and citizens of the Town 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 Town.

**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 Town to determine a salary structure.

**6.D. Building.** The Library building is owned by the Town. 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 Town 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:

Town	Library Board
108 S D Street	P.O. Box 428
Bridger, MT 59014	Bridger, MT 59014

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.

**TOWN OF BRIDGER**

\_\_\_\_\_  
Clifford Shultz, Mayor

\* APPROVED AS TO FORM:

\_\_\_\_\_  
Raymond G. Kuntz III, Town Attorney

**LIBRARY BOARD OF TRUSTEES**

\_\_\_\_\_  
James Havens, Library Board Chairman