

## **Agreement Between The Town of Ekalaka and The Ekalaka Public Library**

This is an agreement between the Town of Ekalaka, hereinafter referred to as Town, and the Ekalaka Public Library, hereinafter referred to as Library, shall become effective as of March 3, 2014 (date of last approval in minutes either by Town or Library)

### **HOUSING**

The Town of Ekalaka will provide its building at 105 North Main Street to be used as the library without a rental charge. However, the library will be responsible for the following costs as indicated below:

- **Electricity:** The Library will pay for the share of electricity it uses as per internal meter installed in the Town's electrical panel. The Town agrees to pay the base rate for the main meter. The Town shall receive all dividends from the Cooperative.
- **Propane:** The Town owns the propane tank and will purchase the propane. However, once or twice per year (and/or as a ladder is available) the library will reimburse the Town the cost of the propane that it used. This amount will be determined as per the internal propane meter located above the Town's bathroom. The cost per gallon of propane will be calculated by averaging the price per gallon paid on the appropriate period's propane bills from the Town's vendor.
- **Internet:** As long as the Town and the Library share an internet connection, the Town will pay the base rate at the current speeds. The Library will pay for requested increased services/speeds over the current services/speeds and for any fees applicable to libraries. (i.e. WI-FI distribution fee). The Town shall receive all dividends from the Cooperative.
- **Water/Sewer/Garbage:** The Library shall pay these fees as billed by the Town.
- **Telephone:** The library has maintained and shall pay its own phone service. At the time of this agreement, Mid-Rivers would allow the library to be billed under the Town and apply only one base rate, but the Library has elected to keep its own service due to possible issues with the e-rate. If at some time, the library would like to be under the Town's phone service, the Town would pay the base rate, including taxes and other fees. The Town would receive all dividends from the Cooperative.
- **Insurance:** The Town will pay property insurance for the building at 105 N Main Street. The library will pay insurance for contents.
- **Building Maintenance:** The Town will maintain the building and its fixed structures (HVAC, water/sewer systems etc). In the event of negligence, the Library will reimburse the Town such costs as may be incurred. The Library will be responsible for snow removal, cleaning, interior painting, shelving, or other such upgrades. The Library Board (or its designated representative) may meet with the

Town Council to discuss capital improvements to the building. Appropriate allocation (library/town) of the costs of such capital improvements shall be decided at that time.

**BATHROOM FACILITIES:** The Library may utilize the Town's bathroom for access to the mop sink and storage of such supplies. The Town's bathroom will also be available when the number of patrons necessitates another restroom be available. Otherwise, the Town's bathroom is solely for the Town's use.

**ACCESS TO BUILDING:** The Town, and its agents, shall have access to 105 N. Main Street to maintain, monitor, repair, replace HVAC, water, sewer systems, lighting etc and to allow for library deliveries. The Town shall not provide access to others unless specifically directed to do so by the library director.

**FUNDING:**

Beginning with fiscal year 2014-2015, the Town of Ekalaka shall annually provide \$6,000 from its General Fund to the Library Fund. This transfer may be made at the beginning of each fiscal year or as Town's finances allow. As such time a request is made by the library to the Town to increase this annual support an Addendum to this Agreement shall be completed and attached to this agreement.

The Town Council, at its discretion, may agree to provide additional (i.e. annual lump sum) funding to the library without an Addendum to the Agreement.

The Town, upon request of the library, may agree to present to the voters within its jurisdiction a voted mill levy request which would provide additional funding for the library. The library shall provide the Town with a dollar amount that it seeks to be funded (levied) and a reason for such request. Upon approval by the Town Council, the voted levy request will be presented to the voters. (MCA 22-1-304, 15-10-420 & 425)

If financial support is sought from Carter County (MCA 22-1-311, 312, & 315), the Town or the Library Board shall reach a Contract Agreement with the Carter County Commissioners. Both the library and the Town shall receive copies of any such approved Contract.

The library will be responsible for other sources of funding (i.e. grants, donations) needed for its operations and maintenance.

### **FISCAL AGENT:**

The Town will serve as the fiscal agent for the library including financial administration and record keeping. Costs associated with this responsibility, i.e. postage, software, copies, claim checks, clerk/treasurer wages etc, will be borne by the Town.

The library shall be financially responsible for all costs directly associated with its operations including, but not limited to, liability insurance, employee associated costs (i.e.; payroll, retirement, workers comp etc), office cleaning and general supplies, library specific software and agreements, and all other such expenditures.

The Town will deposit library funds into the library fund 2220 or into a separate fund(s) as required by regulations or requested by the library. Bank interest on fund(s) will be calculated and deposited to the appropriate fund the same manner as is done with the Town's other special funds.

### **LIBRARY SERVICE**

The library shall provide free library service to the inhabitants of the Town of Ekalaka. The library may exclude from the use of the library any person who shall willfully violate the rules of the library. The library may extend the privileges and use of the library to persons residing outside of the Town upon terms and conditions of the library. (MCA 22-1-311). Free library service may also be provided to the residents of Carter County upon a Contract Agreement with the Library Board or the Town. (MCA 22-1-311, 312, & 315).

### **LIBRARY BOARD**

(MCA 22-1-308): The Mayor, with the advice and consent of the Town council shall appoint a board of trustees for the Town Library. The board will consist of five trustees, not more than one member of the Town Council may be, at any one time, a member of the Library board. Trustees shall serve without compensation, but their actual and necessary expenses incurred in the performance of their official duties may be paid from the library funds. Trustees shall hold their office for 5 years from the date of appointment and until their successors are appointed. Initially, appointments must be made for 1,2,3,4 and 5 year terms. Annually thereafter, there must be appointed before July 1 of each year, in the same manner as the original appointments for a 5 yr term, a trustee to take the place of the retiring trustee. Trustees may not serve more than two full terms (10 years) in concession.

Following the appointments, the trustees shall meet and elect a presiding officer and other officers that they consider necessary, for 1 year terms.

Vacancies in the board of trustees must be filled for the unexpired term in the same manner as original appointments.

The mayor may remove a trustee with cause that may include, but shall not be limited to: absenteeism; conflict of interest; incapacitation (physical or mental); conviction of a criminal offense; creating a hostile environment; incompetence or inattention to assigned duties.

(MCA 22-1-309): The library shall have exclusive control of the expenditure of the public library fund, and of the operation and care of the library. The library shall:

- adopt bylaws and rules for its own transaction of business and for the government of the library not inconsistent with law;
- have the power to contract and to pay out or receive funds to pay costs of such contracts;
- have the power to sell, exchange or otherwise dispose of property when no longer required by the library;
- pay necessary expense of library when on library business;
- prepare an annual budget, indicating what support will be required from public funds, for submission to the Town (and County if Contract Agreement);
- make an annual report to the Town (and County if Contract Agreement) on the condition and operation of the library.
- Keep such records as required to complete the annual report to the Montana State Library
- Have the power to accept gifts, grants, donations etc
- Exercise such other powers, not inconsistent with law, necessary for the effective use and management of the library.

### **LIBRARY EMPLOYEES**

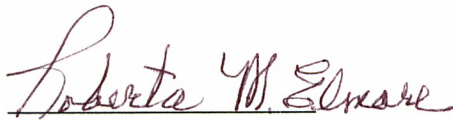
As per MCA 22-1-310: The library shall appoint and set compensation for the chief librarian/library director. With the recommendation of the chief librarian/library director the library shall employ, discharge, set compensation, and prescribe duties of other library employees. Before library job descriptions are implemented they shall be reviewed by Montana Municipal Interlocal Authority (MMIA) and approved by the Town.

The library must notify the Town of any change in status of any/all library employees. This notification must be completed in a timely matter so that required timelines/deadlines can be met for completion of forms and notification of appropriate agencies. (i.e. I-9's must be completed prior to or on the first day of employment; COBRA Insurance Notifications; payroll changes/adjustments to wages, withholdings, PERS notifications etc).

All library employees will be subject to the Town's Personnel Policy Handbook, including benefits. However, allowances for provisions in MCA 22-1-310 will be made, as long as the library doesn't violate the Town's Personnel Policy or law. The library shall confer with the Mayor prior to termination of library employees and the Mayor, at his/her discretion, may contact the Town's insurance carrier and/or legal counsel for guidance and will report back to the library on appropriate action.

**DISCONTINUANCE OF LIBRARY**

If at such time the free public library of the Town of Ekalaka is dissolved/discontinued, the Town shall receive the proceeds from the sale of any and all items from the library - including but not limited to books, tables, chairs, computers, printers etc. The library may provide suggestions on how it would like funds distributed. However, the Town Council shall have final authority and all funds may be deposited in the Town's general fund. The building and attached fixtures will remain the Town's property.

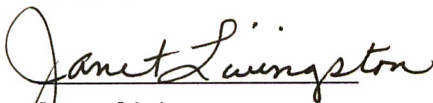


Roberta Elmore  
Library Board Chair

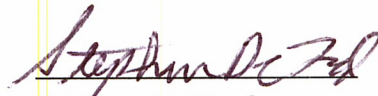
February 26, 2014

Date Approved by Library Board

**Attest:**



Janet Livingston  
Library Director

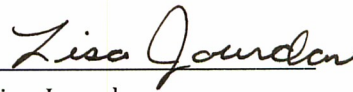


Stephen DeFord  
Mayor

March 3, 2014

Date Approved by Town Council

**Attest:**



Lisa Jourdan  
Clerk/Treasurer