

APPENDIX W

Sample Memorandum of Agreement

This sample is for a two-county regional library system with an umbrella organization (called the Alliance) that has 501(c)(3) designation.

This Memorandum of Agreement (MOA) is among and between the following entities:

_____ Regional Library Board of Trustees
_____ County Library Board of Trustees
_____ County Library Board of Trustees
Friends of the _____ Library
Friends of the _____ Library
_____ Library Foundation
_____ Library Foundation
_____ Alliance (*name of umbrella organization*)

The purpose of this MOA is to acknowledge that all entities are separate and distinct and all entities share the common goal of supporting and enriching the library services provided within the _____ Library System. No entity may speak or act on behalf of any other; however, all pledge a spirit of cooperation in the pursuit of the best interests of the _____ Library System as a whole, and all hold the desire that public confidence be maintained to the highest levels. All are valuable resources toward the common goals.

The _____ Alliance qualifies as a tax-exempt organization under Section 501(c)(3) of the US Treasury Code of Regulations. The four subordinate organizations to the _____, i.e., the _____ Friends, _____ Friends, _____ Library Foundation, and _____ Library Foundation, also qualify under the umbrella of the _____ Alliance. This will ensure that cash and in-kind donations to these organizations are tax deductible.

The Library Director and the staff are agents of the Regional Board. If the _____ Alliance, the Friends of the Library, or the Foundations need the assistance of any library staff for an event or project, the group must have the approval of the Library Director or her/his designee. The Library Director will provide from time to time the Friends and the Foundations with a prioritized list of proposed items or projects to meet the needs of the library.

All entities agree that open communication with each other and the public is of great importance. In recognition of the importance of the "sunshine laws," which apply to the Library Boards of Trustees, the _____ Alliance, the Friends of the Library and the Foundations agree to publicize in advance general and board meetings, to distribute all meeting minutes and financial reports to the Regional Library Staff in a timely manner so that minutes and financial reports are available for public inspection. The entities agree to maintain all records in a businesslike manner.

Each entity will adopt and abide by a constitution and/or by-laws to govern the structure and operation of its organization and which will include, but not be limited to, the following: the time and procedure for the election of officers; a rotation schedule and election procedure for Board members; encouragement of active recruitment, orientation for new members and training for new Board members; the implementation of good cash controls in the accounting procedures which will include a periodic review of the original records by other than the Treasurer and/or bookkeeper.

Projects and programs of the _____ Alliance, the Friends of the Library and the Library Foundations should be determined in consultation with the Regional Board, the appropriate county Library Board and the Library Director. These may be a joint venture between or among any of the entities or may be the event or project of only one entity. The purpose and means by which projects and programs are carried out should be a common decision. It is, therefore, advisable that a representative of each entity attends pertinent meetings of the other entities in order to foster and maintain good communications and cooperation. It also advisable that a library staff person attend all entity meetings.

The Regional Board and the County Boards acknowledge that they do not supervise the activities of the other entities; however, they reserve the right not to participate in and/or to disavow any projects or events believed not to serve the best interests of the Library.

Each entity understands that members are allowed inside the library building proper only when the library is open to the public or the library staff is present.

All entity funds shall be maintained separately and not co-mingled nor integrated. The Regional Board may accept gifts from the entities, whereupon those funds become solely the funds of the designated library to be expended for the specific purpose for which they were made. In the event the Regional Board becomes the custodian of entity funds, those funds shall be kept as separate funds for audit and bookkeeping purposes.

Nothing in this Memorandum of Agreement shall be construed or interpreted to conflict with any provision in the Articles of Incorporation, Constitution or By-laws of any entity. Any perceived conflict shall be resolved by interpreting such provision so as not to conflict with it.

Any entity may propose changes, additions and/or deletions to this Memorandum of Agreement at any time. Such changes, additions and/or deletions will be presented to the Library Director for inclusion on the agenda at the next Regional Library Board of Trustees meeting. If the Regional Board approves the proposed amendment to the MOA, said proposed amendment will be submitted to the other entities for their approval.

This Memorandum of Agreement is agreed to on the dates signed by the authorized officials below and will be effective as of the last date signed.

Signature Page Follows

SIGNATURE PAGE

_____ **Regional Library Board of Trustees**

Authorized Signature and Date

_____ **County Library Board of Trustees**

Authorized Signature and Date

_____ **County Library Board of Trustees**

Authorized Signature and Date

_____ **County Friends of the Library**

Authorized Signature and Date

_____ **County Friends of the Library**

Authorized Signature and Date

_____ **County Library Foundation**

Authorized Signature and Date

_____ **County Library Foundation**

Authorized Signature and Date

_____ **Regional Library Alliance**

Authorized Signature and Date

SOURCE: Chestatee Regional Library System, Dawsonville, GA.

Sample Memorandum of Understanding Between Friends and Libraries

The following will constitute an operating agreement between the Friends of the Anytown Public Library (Friends) and the Anytown Public Library (Library). It will stand until and unless it is modified by mutual agreement of the Friends executive board and the Anytown library administration. The Friends mission is to raise money and public awareness in the community to support the services and programs of the Library. As a non-profit, 501c3 organization, however, it is a legally distinct entity and is not a part of the Library.

The Library agrees to include the Friends in the long-term planning process to ensure that the Friends are aware of the goals and direction of the library.

The Library agrees to share with the Friends the library's strategic initiatives at the beginning of each fiscal year and discuss with Friends how their resources and support might help forward these initiatives.

The Library agrees to supply the Friends with a "wishlist" each year that indicates the anticipated needs for Friends support.

The Library agrees to provide the Friends with staff support to assist them with development of the newsletter, mass mailings, meeting coordination, and Friends promotional materials.

The Library agrees to provide public space for Friends membership brochures and promotional materials.

The Library agrees to provide the Friends with space in the Library for book storage and sorting, book sales, and office needs.

The Friends agree to publicly support the Library and its policies.

The Friends agree to include a member from the library's administration as a non-voting presence at all Friends' meetings and to allow room on the agenda for a library report.

The Friends agree that any and all monies raised will be spent exclusively for library programs, services, and other Library defined needs unless otherwise agreed to by both the Friends and the Library.

The Friends agree that the library administration has the final say in accepting or declining any and all gifts made to the library.

The Friends agree to engage in advocacy efforts on behalf of the Library under the guidance of the Library and the Library's Board of Trustees.

The Friends agree that if they cease to actively fundraise and promote the Library, they will disband allowing for a new Friends group to be established in the future.

SOURCE: Friends of Libraries U.S.A. (FOLUSA). Reprinted with permission.