

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between the Timberland Regional Library (TRL) and the undersigned Friends of the Library group (FOL), which may be a 501(c)(3) charitable corporation organized under the laws of the State of Washington.

WHEREAS the FOL group shares the general mission of supporting TRL services in their respective community; and

WHEREAS the FOL group contributes significant amounts of time, energy, and funds each year to TRL's libraries in support of programs, book collections, and resources; and

WHEREAS each FOL group has Articles of Incorporation and By Laws which govern its purpose/mission, as well as certain activities, policies and procedures and internal financial controls ; and

WHEREAS the FOL group is an independent organization not under the management of TRL, but recognize the importance of mutual support; and

WHEREAS TRL values all the contributions that have been made to TRL in the past and those that will be made in the future; are responsible for their policies and procedures and internal financial controls; and

WHEREAS TRL values a stable, consistent, and positive relationship with all its FOL groups; and

WHEREAS the parties wish to support this relationship by entering into this MOU to document their respective roles and responsibilities;

NOW, THEREFORE, the parties agree as follows:

A. Purpose. The purpose of this agreement is to memorialize the roles and responsibilities of TRL and the FOL group in TRL's service areas in order to support and enhance a positive and productive relationship between the parties.

B. TRL Roles and Responsibilities in Relation to FOL Groups. To the best of its ability and in accordance with legal mandates, TRL policies, and organizational and administrative needs, TRL agrees to the following in relation to a FOL group:

1. To keep FOL informed of long term goals and directions of TRL.
2. To submit to the FOL Board by the local Library Manager annually a request for funding for services and discuss with the FOL how FOL resources and financial support might help promote the long term goals and direction of TRL.
3. May acknowledge FOL support of TRL in publicity and promotional materials.
4. To plan and present all programs or events that TRL employees determines serves TRL's goals, mission and strategic plan.
5. To provide reasonable public space in TRL facilities, which will vary at each branch library, for display of FOL membership brochures and promotional materials.
6. To provide reasonable public space in TRL facilities, which will vary at each branch library, for FOL activities. TRL will also provide space to receive and sort donations in those locations when feasible.
7. To make meeting rooms available to the FOL group in accordance with the Library Meeting Room Use Policy.

C. FOL Roles and Responsibilities. To the best of its ability and in accordance with legal mandates, their bylaws and mission, and organizational and administrative needs, the FOL agree to the following undertakings:

1. To publicly support TRL.
2. To conduct FOL activities in a manner that promotes and does not hinder the ability of employees to provide TRL core services, such as programs.
3. To support the TRL purchase of materials with FOL funds, which must meet the guidelines of the TRL Collections of Material Policy.
4. To use any and all monies raised and/or accepted for support of TRL programs, services, resources, and other needs as defined by TRL, unless otherwise agreed to by both parties.
5. To use any and all donated items from TRL for support of TRL programs, services

and resources by way of FOL sponsored sales and not through individual FOL member's sale of TRL donated items.

6. To pay \$1.00 per month to the TRL Business Office when accepting TRL donated or discarded materials.
7. To seek grants and/or restricted funds only in coordination with TRL.
8. To acknowledge that the Library Director or designee has the sole authority to determine whether to accept or decline any and all gifts or donations to TRL, including but not limited to books and materials, programs and materials, furniture, computers and other devices, and to determine when and whether any particular item will be transferred, discarded, or otherwise removed from use by TRL.
9. To raise funds to improve, remodel, expand, or replace TRL facilities or services in coordination with TRL.
10. To adhere to current TRL policies and procedures regarding funding of TRL expansion or major improvement projects.
11. To disband, allowing for a new FOL group to be established in the future, if a FOL group ceases to actively fundraise for and/or promote the TRL.
12. That in the event of a FOL group's dissolution per their organizational bylaws, the money will be held according to Washington State law, on an interim basis, until the formation of a new FOL group.
13. That the title "Friends of the Library" is solely reserved for entities that actively fundraise for and publicly support the goals and objectives of TRL as determined by TRL.

D. Term of Agreement. This MOU will remain in effect until it is terminated by either party (TRL or FOL group) upon 60-days written notice to the other party. Termination of this agreement by either party (TRL or a FOL group) shall be good cause for the dissolution of that FOL group (see, C.12. above).

E. Modification. No changes, amendments, or alterations to this MOU shall be effective unless in writing and executed by both parties (TRL and affected FOL group(s)).

F. Governing Law and Venue. This MOU has been executed and delivered in the State of Washington and the validity, enforceability and interpretation of any of the clauses hereof shall be governed by the laws of the State of Washington. All duties and obligations

of the parties created hereunder are performable in TRL's 27 service areas and such areas shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Contract.

G. Enforceability. If any term, covenant, condition or provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

H. Dispute Resolution. In the event of a dispute between TRL and the FOL group concerning the interpretation of any provision of this Agreement or the performance of any of the terms of this Agreement, such matter or matters in dispute shall be submitted to mediation in a manner to be mutually agreed upon.

I. Notices. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by first class mail to TRL at:

Timberland Regional Library
Administrative Services
415 Tumwater Blvd SW
Tumwater, WA 98501

and to the FOL group at the address noted on the signature page hereto.

IN WITNESS WHEREOF, TRL and the undersigned FOL group have executed this MOU on the day(s) and year herein below set forth.

Timberland Regional Library

Friends of the Library


Library Director

President or Designee

Address _____

Date _____

Date _____