

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE FORT VANCOUVER REGIONAL LIBRARY DISTRICT (FVRL)
AND
THE FRIENDS OF THE _____ COMMUNITY LIBRARY**

This Memorandum of Understanding will constitute an operating agreement between the Fort Vancouver Regional Library District (FVRL) and the Friends of the _____ Community Library (FRIENDS), a subdivision of the Fort Vancouver Regional Library Foundation (FVRLF), a non-profit 501(c)(3) organization.

RECITALS

WHEREAS, the FRIENDS groups are volunteer organizations developed by individuals in the community to support the activities and goals of FVRL; and
WHEREAS, the FRIENDS offer advocacy that encourages favorable awareness of FVRL and raise funds to enhance and support FVRL services to the community; and
WHEREAS, the Washington State Auditor's Office recommends a comprehensive written agreement between FVRL and the FRIENDS which includes defined responsibilities and reporting requirements; a right to audit to ensure that both parties are in compliance with the terms of the agreement; and review and acceptance of the agreement by the FVRL Board of Trustees;
NOW, THEREFORE, in consideration of the mutual covenants, promises and representations, contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, FVRL and the FRIENDS agree as follows:

Article 1

Scope of Service

To assist and support success under this agreement, the FRIENDS shall, consistent with the policies of the FVRL Board, offer the following:

1. The FRIENDS shall sponsor and support programs to enhance public services to the community that would encourage favorable awareness of the use and value of FVRL services.
2. The FRIENDS will encourage donations which benefit FVRL.
3. *When* → The FRIENDS ~~shall~~ ^{the friends shall} raise monies to be spent for FVRL programs and services.
4. The FRIENDS will operate under written and maintained by-laws.
5. The FRIENDS will be comprised of volunteers, distinct and separate from FVRL personnel.
6. The FRIENDS shall comply with FVRL Board of Trustee/Administrative policies and directives.
7. The FRIENDS will be recognized (in print and verbally) when they support FVRL events.
8. The FRIENDS agree that the FVRL Board of Trustees, or by its delegation, FVRL Administration, has the final say in accepting or declining any gifts to the library, and that all gifts are made in compliance of FVRL gift policy.
9. The FRIENDS agree that if they cease to actively fundraise and promote the _____ Community Library, then through established by-laws, they provide for disbanding, distribution of previously raised monies or reorganization, allowing for a new FRIENDS group to be established in the future.
10. FVRL reserves the right to ask any FRIEND to cease to volunteer, should the situation prove necessary and no other resolution can be found.

- delete because we are afraid we will lose or staff person (Sean) as an active friend

Article 2

Term

This agreement shall be in effect for five (5) years from the date of approval by the FVRL Board of Trustees and will automatically renew for an additional term of five (5) years unless any party notifies the others, no later than ninety (90) days prior to the expiration, of its decision to terminate the agreement.

Article 3

Considerations

For its performance under this Agreement, and to assist and support success under this Agreement, the FRIENDS shall receive, through FVRL staff and administration, the following considerations:

1. Space in designated areas for FRIENDS activities and support for uses such as the sale of donated books and vending items, and the storage of donated books, if space allows.
2. Training and support of FRIENDS volunteers, *including annual policies and directives training.*
3. Equipment and materials purchased by the FRIENDS for the benefit of the library belong to the library.
4. Space for FRIENDS membership information and FRIENDS sponsored-program promotional materials in accordance with FVRL policy, if space allows.
5. FVRL will provide promotion and design support and advertising space for FRIENDS fundraising events. FRIENDS will cover costs of printing of materials, as needed.
6. Staff support and a staff liaison to the FRIENDS to assist with conducting the business of the FRIENDS.
7. FRIENDS' activities will have priority over other public use of meeting rooms including monthly meetings, fundraising events for FVRL, and book sales.
8. The Branch Managers (or their designee) will provide the FRIENDS an annual list of requests for the coming year for purposes of planning and budgeting no later than March 30. Technology, furnishings and other purchases may require Administrative approval.
9. FVRL agrees to provide tables, shelving, carts, dollies and other equipment for staging FRIENDS' book sales and will deliver them prior to the event if reserved in advance.
10. The Branch Manager (or their designee) will be informed of times and locations for all FRIENDS' meetings (membership, committee, book sale, etc.) and provided agendas when requested.
11. The FRIENDS agree that all potential volunteers fill out a volunteer application and submit to a background check as part of volunteering for FVRL. Exceptions may be made for single-event volunteers for activities such as book sales or fundraising events. FVRL reserves the right to require a background check and a volunteer application for any prospective FRIENDS' volunteer. *if necessary*
12. The Executive Director, Branch Manager or other FVRL staff designee will communicate FVRL's long-term planning goals to the FRIENDS to seek understanding and input as strategies and action plans are developed and implemented.
13. FVRL's Board of Trustees shall be the final authority regarding approval for any special non-FVRL programs and/or events on FVRL property.

Article 4

Non-discrimination

FVRL is committed to creating an inclusive environment in which all individuals are treated with respect and dignity. FRIENDS have the right to volunteer in a professional atmosphere that prohibits discriminatory practices, including harassment. FVRL will not tolerate unlawful discrimination or harassment of any kind. Through enforcement of this policy, FVRL will seek to prevent behavior that violates this policy, and to correct any volunteers who do violate it.

Article 5
Insurance

FRIENDS will be covered under the Fort Vancouver Regional Library Foundation's (FVRLF) blanket insurance policy for activities on FVRL property at all times.

Article 6
Conflict of Interest

FRIENDS shall not give preferential treatment to any individuals in exchange for monies given or as in-kind services that are purchased with FRIENDS funds.

Article 7
Governing and Applicable Laws

FRIENDS agree to comply with all governing and applicable federal, state and local laws, rules and regulations. The FRIENDS agree to maintain confidentiality for FVRL patrons and FVRL staff in their use of FVRL premises and materials.

Article 8
Recognition

FRIENDS shall work with FVRL and its communications team to develop language that promotes the FRIENDS' role and support for FVRL. The FRIENDS shall recognize FVRL for its contribution of promotional materials and at any events for which FVRL resources are used by placing the FVRL logo on promotional materials. Any news release or other type of publicity must identify FVRL when FVRL is a funding source. In written materials, the reference to FVRL must appear as the same in size as other funding sources.

Article 9
Third Party Beneficiaries

This Agreement is for the benefit of the FRIENDS and FVRL. No third party is an intended beneficiary so as to entitle that person to sue for an alleged breach of Agreement. The FRIENDS acknowledge and agree that they are acting as an independent contractor in performing any obligations hereunder and not as an agent or employee of FVRL.

Article 10
Approval

This Agreement must be approved by all parties: the Friends, the Fort Vancouver Regional Library District and the Fort Vancouver Regional Library Foundation to become effective.

Friend's President

Date

Executive Director, FVRL

Date

Executive Director, FVRLF

Date