



To: Kaukauna Public Library Board of Trustees  
From: Library Director Ashley Thiem-Menning  
Date: 8/19/22  
Re: Friends/Foundation Update

On August 1, the Friends and Foundation met again to discuss the future merger of their organizations. At the meeting, the consensus was to call the organization Friends of the Kaukauna Public Library, which came at the recommendation of Library Administration. While I was not able to attend the meeting, Assistant Director Schneider went through the following documents with the group: reinstated bylaws, articles of incorporation, articles of merger, and a memorandum of understanding between the library board and organization. At this point, the organizations will have to each meet independently and vote to merge. Once that takes place formal documents will need to be signed. The City Attorney has not yet reviewed these documents. I did include the board memorandum of understanding for discussion, which is based on the past merger of the Appleton Public Library's support organizations. Once I have feedback from you, it will be sent to legal. I would like it to be on the agenda for approval by year-end as we would like to make the official merger take place January 2, 2022.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE BOARD OF TRUSTEES OF  
THE KAUKAUNA PUBLIC LIBRARY AND THE BOARD OF DIRECTORS OF THE  
FRIENDS OF THE KAUKAUNA PUBLIC LIBRARY**

This memorandum of Understanding "Agreement" is entered into by and between the Board of Trustees "Board" of the Kaukauna Public Library "Library" with a mailing address of 207 Thilmany Rd STE 200, Kaukauna, WI 54130 and the Board of Directors of the Friends of the Kaukauna Public Library, Incorporated "Friends" with the mailing address of 207 Thilmany Rd STE 200 Kaukauna, WI 54130.

WHEREAS Friends is an independent, nonprofit, 501(c)3 organization that is legally independent of the Library; and

WHEREAS the mission of the Friends is to raise money and public awareness in the community to support the services and programs of the Library; and

WHEREAS the Board appreciated and depends on the services of Friends to increase public awareness and raise money for the library; and

WHEREAS the Board understands that funding from the Friends is not intended to replace municipal allocations for the operation of the Library; and

WHEREAS Friends and the Board wish to continue their unique relationship and shared benefits with transparency: and

WHEREAS Friends, on **DATE** of **MONTH** 2023, authorized entering into this Agreement; and

WHEREAS the Board, on Date of Month 2023, authorized entering into this Agreement,

IT IS NOW, THEREFORE, agreed between the Board and Friends as follows:

#### Article I: Library Responsibilities

1. Services: Friends shall have access during all library operating hours to a space where Friends business can be conducted. The Library will also provide meeting room access to Friends on the same basis as Library programming. The Library will also provide basic equipment access for Friends to conduct business including, but not limited to: internet access, computer access, in-house printing services, faxing, an email account, backup of data on the Library network, and web server space to host Friends' pages on the Library website, or a site mutually agreed upon.

2. Staff: The Library Director or designee shall serve as a knowledge and information resource to the Friends Board of Directors to the extent said resources do not conflict with the Library Director's duties to the Library. The Library Director or designee shall facilitate meeting room access for Friends' meetings and events. Library staff shall accept incoming mail deliveries for Friends and allow Friends to use outgoing mail services. One member of the Library Board shall serve as a voting member on the Friends' Board and will act as a liaison between the Library Board and Friends of the Kaukauna Library, Incorporated Board of Directors. The Library Director or designee will serve as an ex-officio member of the Friends of the Kaukauna Library, Incorporated Board of Directors. Library staff will provide technical support for Friends when necessary. Library staff will supply physical and digital space for records retention of Friends materials.

3. Materials: The Library shall provide Friends with Library withdrawn materials, materials donated but not added to the Library collection, and other items as determined by the Library Director as useful to the Friends.

4. Planning: The Board agrees to include the Friends on any long-term strategic planning processes.

5. Support: The Board agrees to encourage memberships, donations, and bequests to Friends and to support Friends' marketing, advocacy, and volunteer efforts.

6. Information: The Board will share with Friends Library goals annual to discuss how Friends' resource and support might help forward these initiatives.

7. Space: The Board agrees to provide public space within the Library for Friends' brochures, booksales, events, promotional materials, and displays.

8. Funds: Upon the merger between the Kaukauna Public Library Foundation, Incorporated and the Friends, the Board agrees to turn over control of existing funds within the Community Foundation for the Fox Valley Region to the Friends. After relinquishing control of Community Foundation funds to the Friends, the Board will not relinquish any municipal funds to Friends.

#### Article II: Friend's Responsibility

1. Status: Friends agree to maintain in good status its independent non-profit corporation status.

2. Support: Friends agree to support the Board and Library staff in developing facilities, programs and services, to encourage public support, as well as gifts, grants, and bequests, to provide input and support for the Board and Library staff and work to increase Library patronage. Friends agrees to publicly support the Board and its mission and policies. Friends agrees to engage in advocacy efforts on behalf the board and the Library under the guidance of Board.

3. Meetings: Friends agree to include a member from the Library Board as part of the Board of Directors as well as allow the Library Director to serve as an ex-officio member. The Friends will include a Board report in meetings and the Friends will provide quarterly memo's to the Board.

4. Funds: Friends agree that all funds raised will be spent exclusively for Library programs, services, and other Library-defined needs.

5. Deferral to Library Administration: Friends agrees that Library administration has the final say in accepting or declining any and all gifts to the Library.

6. Voluntary Dissolution: Friends agrees that if they cease to actively fundraise, support, and promote the Library, as determined solely by the Board based on a majority vote of the Board, Friends will voluntarily dissolve within three (3) months of Board vote, allowing for a new Friends group to be established.

### Article III: Additional Provisions

1. Term: The Agreement shall commence upon the date of full execution and shall remain in effect unless or until the Agreement is terminated by either Friends or Library.
2. Termination: The Agreement may be terminated at any time and for any reason by either the Board or the Friends upon ninety (90) days prior written notice to the non-terminating party. The written notification to terminate must be approved by a majority of the terminating party. In the event of Friends' termination, all assets will be distributed to the Library.
3. Indemnification: Each party shall indemnify, defend, and hold harmless the other party from and against any and all claims, actions, suits, demands, assessments, or judgments asserted, and any and all loses, liabilities, damages, costs, and expenses (including, without limitation, attorney's fees, accounting fees, and investigations costs to the extend permitted by the law) alleged or incurred arising out of or relating to any operations, acts, or omissions of the indemnifying party or any of its officers, employees, agents, authorized volunteers and invitees in the exercise of the indemnifying party's rights or the performance or observance of the indemnifying party's obligation under this Agreement. Prompt notice must be given of any claim, and the party who is providing the indemnification will have control of any defense or settlement.
4. Disputes: In the event there is a dispute between the parties, the parties shall endeavor to resolve the disputes by mediation, which, unless the parties mutually agree otherwise, shall be held in Kaukauna, Wisconsin. The parties shall share the mediator's fee and any filing fees equally. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
5. Amendments: This Agreement may be amended at any time by mutual written agreement by the Board and the Friends.
6. Severability: If any provision of this Agreement is declared by any court of competent jurisdiction to be illegal, void, or unenforceable, the other provisions shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on this **DATE** of **MONTH** 2023.

Kaukauna Public Library Board of Trustees  
President: \_\_\_\_\_

Vice-President: \_\_\_\_\_

Witness: \_\_\_\_\_

Friends of the Kaukauna Public Library, Inc.  
President: \_\_\_\_\_

Vice-President: \_\_\_\_\_

Witness: \_\_\_\_\_

