

**Memorandum of Understanding Between
The Friends of Rio Communities Public Library and
the City of Rio Communities Public Library**

The following will constitute an operating agreement between the Friends of the Rio Communities Public Library (Friends) and the Rio Communities Public Library (Library). It will stand until and unless it is modified by mutual agreement of the Friends Board of Directors and the Library Board of Trustees of the Rio Communities Public Library.

The Friends of the Rio Communities Public Library was inaugurated by the Library Friends Charter on _____ to promote public use of the City Public Library System and appreciation of its value as a cultural and educational asset to the community, and encourage the extension and improvement of its service. The Friends is a non-profit, 501(c)(3) organization that is a legally distinct entity from the Library, but recognizes that the Library Board of Trustees has been given authority for policy direction for the Library, through the ordinances of the City of Rio Communities. This agreement recognizes the Library Director as the agent for the Library Board of Trustees and the City of Rio Communities.

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 inform the Friends of the Library's service initiatives at the beginning of each fiscal year and to discuss with Friends how their resources and support might forward these initiatives.

The Library agrees to inform the Friends when significant reduction of services is contemplated.

The Library agrees to support efforts of the Friends to raise funds, including through the sale of withdrawn Library materials, in accordance with the applicable provisions of State Statutes and City Ordinances. Such support may include provision of public space for sales and promotional materials, meetings, book storage and sorting at Library facilities, provided such space is available and the use of the space by the Friends does not directly impact public service.

The Library agrees to provide regular contributions of timely information to the Friends newsletter.

The Library agrees to provide consulting, when resources are available, to the Friends through the provision of select or in-house marketing advice and services, with the approval of the Library Director.

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

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

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

The Friends agree to stay informed about issues facing the Library, to ask questions or communicate concerns to the designated Liaison to the Friends, and to publicly support the Library and its policies.

The Friends agree to support the Library and its programs and services through annual donations to the Library and its Branches, and through the purchase of products and services that will benefit Library users and/or employees. Use of donated funds will be at the sole discretion of the Library.

The Friends agree to assign a liaison to the Library who will meet with the Library Director as needed and will provide reports at the monthly meetings of the Library Board of Trustees.

The Friends agree that the Library will accept or decline any and all gifts in the sole discretion of the Library Director.

The Friends agree that the Library administration has the final say in accepting or declining all gifts made or proffered to the Library.

The Friends agree to act as enthusiastic advocates on behalf of the Library when provided with necessary information, and to coordinate all activities with the Library Director and Trustees.

The Friends agree to operate as outlined in the Bylaws and Standing Rules of the organization, statutes for non-profits in the state of New Mexico, and any other applicable laws. Professional accounting services and bank accounts will be utilized, and all necessary tax reports will be filed.

The Friends agree to assign a single point-of-contact to facilitate requests for consulting in the area of marketing.

This Memorandum of Understanding is entered into on _____, by the authority of:

_____, President
Friends of the Rio Communities Library

_____ Director
City of Rio Communities Library

_____ Manager
City of Rio Communities.