

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

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

The Rio Communities Public Library Amigos at an initial public organizational meeting on 28 September 2022 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 Amigos 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 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 Amigos in the long-term planning process to ensure that the Amigos are aware of the goals and direction of the Library.

The Library agrees to inform the Amigos of the Library's service initiatives at the beginning of each fiscal year and to discuss with Amigos how their resources and support might forward these initiatives. This should include a "wish list" of anticipated needs for support.

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

The Library agrees to support efforts of the Amigos to raise funds, including through the sale of withdrawn Library materials, in accordance with the applicable provisions of State Statutes and City Ordinances.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 Amigos does not directly impact public service.

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

The Library agrees to provide consulting, when resources are available, to the Amigos 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 Amigos membership brochures and promotional materials.

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

The Library agrees to provide space for the Amigos to supply and place, at their own expense, a locking file cabinet.

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

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

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

The Amigos understand and agree that neither the Library nor the City shall be liable for any damages, injuries or losses to Amigos files, data or any other property stored in or associated with the use and placement of a filing cabinet in the Library.

This Memorandum of Understanding is entered into on this ____ day of _____, 2023, by the authority of:

President
Amigos of the Rio Communities Library

Mayor
City of Rio Communities

Chairman
Rio Communities Library Board

Manager
City of Rio Communities.