

MEMORANDUM OF UNDERSTANDING BETWEEN THE BOARD OF  
TRUSTEES OF APPLETON PUBLIC LIBRARY AND  
THE BOARD OF DIRECTORS OF THE FRIENDS OF APPLETON LIBRARY, INC.

This Memorandum of Understanding ("**Agreement**") is entered into by and between the Board of Trustees ("**Board**") of the Appleton Public Library ("**Library**"), with a mailing address of 225 North Oneida Street, Appleton, WI 54911, and the Board of Directors of the Friends of Appleton Library, Inc. ("**Friends**"), with a mailing address of 225 North Oneida Street, Appleton, WI 54911.

**WHEREAS** Friends is an independent, non-profit, 501(c)3 organization that is legally independent of the Library; and

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

**WHEREAS** the Board appreciates and depends on the services of Friends to increase public awareness and raise money for the Library, and

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

**WHEREAS** Friends, on \_\_\_\_\_ of \_\_\_\_\_, 2017, authorized entering into this Agreement, and

**WHEREAS** the Board, on \_\_\_\_\_ day of \_\_\_\_\_, 2017, authorized entering into this Agreement,

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

**ARTICLE I**  
**LIBRARY'S RESPONSIBILITIES**

1.01 Services. The Board shall provide to Friends the following free of charge:

1.01.1 Office Space: Friends shall have access at all hours when the Library is staffed to an office that is furnished, at minimum, with a desk, chair, two visitor chairs, bookcase, telephone and phone line, and file storage space.

1.01.2 Meeting Space: Friends shall have access on the same basis as Library staff to the Library's conference rooms and public meeting rooms.

1.01.3 Electronic Services: Friends shall have access on the same basis as Library staff to an Internet connection, server space for data, an email account, backup of data via the Library network, web server space to host Friends' pages on the Library website or a Friends' website, as mutually agreed upon.

1.01.4 Staff:

1.01.4.1 The Library Director or designee shall serve as a knowledge and information resource to the Friends' Executive Director to the extent said resources do not conflict with the Library Director's duties to the Library;

1.01.4.2 The Library Director or designee shall facilitate meeting room access for Friends' meetings and events;

1.01.4.3 Library staff shall accept incoming mail deliveries for Friends and will deliver outgoing Friends' mail deliveries that are fully pre-paid for by Friends to City Hall for distribution via the City of Appleton's regular mail process;

1.01.4.4 One (1) member of the Board shall serve as a ~~non~~-voting member on the Friends' Board and act as a liaison between the two Boards;

1.01.4.5 Library staff shall provide technical support for the Friends' computer and server space, including regular backups, troubleshooting the Internet connection, maintaining server software, etc., to the extent Library staff is able and capable;

1.01.4.6 Library staff shall be the custodian of records for the Friends subject to the Library's retention schedule.

1.01.5 Materials: The Library shall provide Friends with the Library's withdrawn materials, materials donated but not added to the Library collection, and small items of equipment.

1.02 Planning. The Board agrees to include Friends in the long-term planning process to ensure Friends is aware of the goals and direction of the Board.

1.03 Support. The Board agrees to encourage membership, donations and bequests to Friends, and to support Friends' marketing, advocacy and volunteer efforts.

1.04 Information. The Board agrees to share with Friends the Board's strategic initiatives at the beginning of each fiscal year and discuss with Friends how Friends' resources and support might help forward these initiatives.

1.05 Space. The Board agrees to provide public space within the Library for Friends' membership brochures and promotional materials.

## **ARTICLE II FRIENDS' RESPONSIBILITIES**

2.01 Status. Friends agrees to maintain in good status its independent non-profit corporation status.

2.02 Support. Friends agrees 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 of the board and the Library under the guidance of Board.

2.03 Friends' meetings. Friends agrees to include a member from Library's administration as a non-voting attendee at all Friends' meetings and to include a Library report on the agenda at Friends' meetings.

2.04 Use of Money. Friends agrees that any and all monies it raises will be spent exclusively for Library programs, services, and other Library-defined needs unless otherwise agreed to by both the Friends and the Library.

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

2.06 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 the Board vote, allowing for a new Friends group to be established.

### **ARTICLE III ADDITIONAL PROVISIONS**

3.01 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.

3.02 Termination. The Agreement may be terminated at any time and for any reason by either the Board or by 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.

3.03 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 losses, liabilities, damages, costs, and expenses (including, without limitation, attorney's fees, accounting fees, and investigation costs to the extent permitted by 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 obligations 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.

3.04 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 Appleton, 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.

3.05 Amendments. This Agreement may be amended at any time by mutual written agreement by the Board and Friends.

3.06 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 in three (3) original counterparts on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**APPLETON PUBLIC LIBRARY BOARD OF TRUSTEES**

Witnessed By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Witnessed By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**FRIENDS OF APPLETON LIBRARY, INC.**

Witness By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Witnessed By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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