

OPERATING AGREEMENT BETWEEN
THE TAMARACK DISTRICT LIBRARY AND
THE FRIENDS OF THE TAMARACK DISTRICT LIBRARY

THIS AGREEMENT is entered into this 25th day of October, 2017, by the Tamarack District Library, a district library established pursuant to 1989 PA 24, and the Friends of the Tamarack District Library, a Michigan non-profit corporation.

WHEREAS, the Tamarack District Library ("Library") is a district library established under the District Library Establishment Act (MCL 397.171 *et seq.*); and

WHEREAS, the Friends of the Tamarack District Library ("Friends") is a non-profit corporation designated as a 501(c)(3) tax exempt organization with a purpose of providing support for the extension and improvement of library services and resources; and

WHEREAS, as a non-profit corporation, the Friends is a legally distinct entity from the Library; and

WHEREAS, the Library and the Friends wish to enter into this Operating Agreement and provide for their respective responsibilities and obligations to fulfill a mutual goal of encouraging literacy, education, and the use of all the Library's resources; and

WHEREAS, the Library and the Friends have determined that entering into this Operating Agreement is in the best interests of the health and welfare of the residents of the Tamarack District Library service area.

NOW, THEREFORE, the Library and the Friends agree as follows:

1. **Library Responsibilities.** During the term of this Operating Agreement, the Library agrees to the following responsibilities:

a. During the preparation of the Library's fiscal year budget each year, the Library agrees to share with the Friends the Library's goals for the next fiscal year and discuss with the Friends how the Friends' resources and support might help forward these initiatives.

b. The Library agrees to supply the Friends with a list of the programs, items or other anticipated needs (i.e. a "Wish List") for which the Library may desire additional support. The Library may also make periodic requests for funding outside of the annual budget throughout the year.

c. At the Library's discretion, the Library shall provide the Friends with surplus materials, such as used books and other donated material, ("Surplus Material") being items that the Library has deemed to be of no value to the Library and the Library's collection. However, the Library is not required to provide all Surplus Materials to the Friends.

d. The Library Director ("Director") shall have the primary responsibility for

identifying the needs of the Library and approving services to be performed by the Friends pursuant to this Agreement or items to be purchased by the Friends for the Library and shall coordinate all communications between the Friends and the Library regarding this Agreement.

e. At the Library's sole discretion and if available, the Library may choose to provide the Friends with space in the Library for book sales and storage for \$1.00 per year. The Library shall have discretion regarding what type of items may be sold and/or stored at the Library.

f. At the Director's discretion, the Library will provide library space, if applicable and available, to the Friends to conduct book sales and other sales or events. All sales and events are to be scheduled according to the Library's meeting room policies.

g. The Library agrees to share its long-term planning goals with the Friends and seek input from the Friends regarding how the Friends may support or assist the Library with the long-term goals of the library.

h. The Library agrees to support the technological needs of the Friends, including computer workspace, storage of electronic files, and staff or volunteer support at the sole discretion of the Director.

i. At the Director's discretion, the Library agrees to make public space available for Friends membership brochures and other promotional items, including advertising avenues for fundraising events, except as prohibited by law.

j. The Library agrees to provide a member of its administration to attend Friends meetings and provide a library update.

k. The Library agrees to include a Friends report on the agenda of Library Board meetings upon request by the Friends President or designee. Such request shall be made to the Director at least seven days in advance of said meeting.

l. The Library Director, Library Staff, and Library Board agree to publicly support the Friends.

2. **Friends Responsibilities.** During the term of this Operating Agreement, the Friends agree to the following responsibilities:

a. The Friends shall use its best efforts to liquidate Surplus Material through a book sale. The Friends agree that all money raised at a book sale or other fundraiser carrying the library's name shall be spent exclusively for Library programs, services, or any other Library-defined needs unless otherwise agreed to by both the Friends and the Library. The Friends shall annually prepare and adopt an operating budget based upon past years' expenditures and future plans, taking into consideration input and recommendations from the Library.

- b. The Friends agree to publicly support the Library Director, Library staff, Library Board and its policies.
- c. The Friends agree that communication regarding this agreement shall be through the Director. If the Friends have any concerns or questions regarding the agreement or any gift, the Friends shall address the Director.
- d. The Friends agree that all gifts to the Library shall be as requested or approved by the Library, and that the Library reserves the right to decline suggested gifts at the discretion of the Library Director, who will seek a final determination from the Library Board as necessary.
- e. The Friends agree to engage in advocacy efforts on behalf of the Library at the request of the Library and the Library Board.
- f. The Friends will make available to the Library all work-related accounts, records and documents for inspection, auditing or evaluation during normal business hours in order to assess performance or compliance under this Operating Agreement. Monthly meeting agenda, minutes, treasurer's report, and annual operating budget shall be submitted to the library to be kept on file for reference and FOIA purposes.
- g. The Friends shall determine which funding requests identified in paragraph 1(b) it shall approve. Upon approval, the Friends shall notify the Director of the approved funding so that the Library may proceed with purchasing the requested items, programs or services. The Friends shall reimburse the Library for any approved expenditure within sixty (60) days after receipt of an invoice from the Library.
- h. The Friends agree to include a member from the Library's administration as a non-voting presence at all Friends' meetings and to allow room on the agenda for a library update.
- i. The Friends agree that if they cease to actively fundraise and promote the Library, they will disband allowing for a new Friends group to be established in the future.
- j. The Friends agree to abide by library policy and procedure and to consult with the Director in the event an exception to such policy or procedure is requested.
- k. The Friends agree to partner with the Library in any grants the Library may choose to apply for using the Friends 501c3 status, and shall immediately approve the pass through of funds received via such grants.
- l. The Friends agree that the Library may form a volunteer group entitled "Junior Friends of the Library" as a Library program, and that funds raised or projects undertaken by such a group may be maintained and pursued independently of the Friends Board at the sole discretion of the Director.

3. **Term; Termination.** This Operating Agreement shall become effective on 10/15, 2017 and shall remain in effect until terminated in writing by either Party. Either party may terminate this Operating Agreement with fifteen (15) days written notice.

4. **Notices.** The parties shall be provided any notice required or permitted under this Operating Agreement at the addresses listed below, or at such other address as may be designated by a party upon written notice to the other party:

Tamarack District Library
Attention: Director

Friends of the Tamarack District Library
Attention: President

All notices to be given under this Operating Agreement shall be served personally, by deposit in the United States mail, first class postage pre-paid by registered or certified mail, or by deposit with an overnight courier with charges pre-paid. Any such notices shall be deemed to have been given on the day of personal service, one (1) business day after deposit with an overnight courier, or three (3) business days after deposit in the United States mail, as applicable.

5. **Waiver and Release.** In consideration of this Operating Agreement, the Friends waive, and forever release the Library and its officers, agents, and employees, from any and all claims, actions, and demands of whatever type or nature arising out of this Operating Agreement. The waiver and release set forth in this Paragraph shall survive the expiration or termination of this Agreement.

6. **Assignment, Delegation, Subcontract.** Neither party shall assign, delegate, subcontract, or otherwise transfer its obligations under or interest in this Operating Agreement, in whole or in part.

7. **Amendment.** This Operating Agreement shall not be amended except by a written amendment approved and executed by the parties.

8. **Entire Agreement.** This Operating Agreement constitutes the entire agreement between the parties, and supersedes any and all prior understandings or representations of any kind except to the extent incorporated in this Operating Agreement.

9. **Governing Law.** This Operating Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties have executed this Operating Agreement as of the day and year first written above.

TAMARACK DISTRICT LIBRARY

By: Hoye Nobel

Its: Director

By: Diane Robson
Its: President

**FRIENDS OF THE TAMARACK DISTRICT
LIBRARY**

By: Janet H. Culey
Its: President FOTDL

By: Rosalea Johnson
Its: Vice-president FOTDL

