

Memorandum of Understanding Between Friends of the Alameda Free Library and the Alameda Free Library

This Memorandum of Understanding (MOU) establishes the terms and conditions under which the Friends of the Alameda Free Library (FAL) will provide financial support to the Alameda Free Library (Library), a department of the City of Alameda (City), to enhance library programs and services from May ____, 2025 through May ____, 2030.

RECITALS

The Library is a vital community hub for learning, discovery, and cultural enrichment and provides free access to books, media, technology, and educational resources for people of all ages. Additionally, the Library hosts a variety of programs, workshops, and events that promote literacy, lifelong learning, and community engagement.

FAL is a volunteer-driven, nonprofit organization dedicated to supporting the Library. Through fundraising initiatives, book sales, and donor contributions, FAL provides critical financial support that enhances the library's services, programming, initiatives, and special projects. By fostering a strong partnership with the library, FAL helps ensure the continuation and growth of programs that inspire and enrich the Alameda community.

FISCAL SUPPORT AND OPERATIONS

A. FAL RESPONSIBILITIES

1. Funding Distribution

- a. Based on its approved annual budget, FAL will disburse funds annually, biannually, thrice annually, or quarterly during the calendar year. If FAL does not disburse the funds annually, FAL will notify the Library of the frequency and disbursement.
- b. FAL agree that any and all monies raised will be spent exclusively for library programs, services, and other Library defined needs, unless otherwise agreed to by both FAL and the Library. Parties agree that money received by FAL should be used to support the Library, and that those funds should supplement and not supplant public funding.
- c. FAL 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.

2. Reporting and Accountability

- a. FAL will request documentation or reports from the Library to ensure that funds are being used in alignment with the agreed-upon purposes of this MOU.
- b. FAL will maintain financial records of payments made under this agreement.

B. LIBRARY RESPONSIBILITIES:

1. Use of Funds

- a. The Library will use the funds exclusively to support library services, programs, initiatives, and special projects for the benefit of the Alameda community.
- b. The Library will not use funds to pay employee salaries or benefits.

2. Program and Financial Reporting

- a. The Library will have a specific, segregated fund within its budget for funds from FAL.
- b. The Library will provide FAL with a program summary annually that outlines how the funds were used, the impact of the programs supported, and any relevant outcomes or metrics.
- c. The Library will make available any supporting documentation necessary to demonstrate compliance with the terms of this MOU, upon request from FAL.

3. Communication and Recognition

- a. The Library will recognize FAL's financial support in program announcements, marketing materials, and related public communications as appropriate.

GENERAL PROVISIONS

A. INDEPENDENT PARTIES:

FAL hereby declares that FAL is engaged as an independent entity. The manner and means of conducting the services and tasks are under the control of FAL except to the extent they are limited by statute, rule or regulation and the express terms of this MOU. No civil service status or other right of employment will be acquired by virtue of FAL's services. None of the benefits provided by the City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave, are available from the City to FAL, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to FAL. Payments of the above items, if required, are the responsibility of FAL. Any personnel performing the services under this MOU on behalf of FAL shall also not be employees of City and shall at all times be under FAL's exclusive direction and control.

B. NON-DISCRIMINATION:

Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, FAL and its employees, contractors, and agents shall not harass or discriminate against any job applicant, City employee, or any other person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, disability (both mental and physical) including HIV and AIDS, medical condition (e.g. cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate union activities. Such non-discrimination shall include but not be limited to all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. FAL agrees that any violation of this provision shall constitute a material breach of this MOU.

C. TERMINATION OF MOU:

Either party may terminate this MOU with 30 days' written notice to the other party. In the event of termination, funds already received by the Library will not be returned and a full accounting will be provided when those funds have been spent.

D. ATTORNEYS' FEES:

In the event of any litigation, including administrative proceedings, relating to this MOU, including but not limited to any action or suit by any party, assignee or beneficiary against any other party, beneficiary or assignee, to enforce, interpret or seek relief from any provision or obligation arising out of this MOU, the parties and litigants shall bear their own attorney's fees and costs. No party or litigant shall be entitled to recover any attorneys' fees or costs from any other party or litigant, regardless of which party or litigant might prevail.

E. CONFLICT OF LAW:

This MOU shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The MOU and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this MOU (or the successors of those authorities). Any suits brought pursuant to this MOU shall be filed with the courts of the County of Alameda, State of California.

F. WAIVER:

A waiver by the City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

G. COUNTERPARTS:

This MOU may be executed in any number of counterparts (including by fax, PDF, DocuSign, or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

H. SIGNATORY:

By signing this MOU, signatory warrants and represents that they executed this MOU in their authorized capacity and that by their signature on this MOU, they or the entity upon behalf of which they acted, executed this MOU.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have each caused this Memorandum of Understanding to be duly executed on its behalf as of the Effective Date.

Friends of the Alameda Free Library

Signed by:



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Karen Butter

President

CITY OF ALAMEDA
a municipal corporation

Jennifer Ott
City Manager

Signed by:



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Renesha Robinson-Palmer

Secretary

RECOMMENDED FOR APPROVAL

DocuSigned by:



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Michael Eitner

Library Director

APPROVED AS TO FORM:
City Attorney

Signed by:



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Hannah Nead

Deputy City Attorney