

MEMORANDUM OF UNDERSTANDING BETWEEN BURNET COUNTY
AND
THE FRIENDS OF HERMAN BROWN FREE LIBRARY

The following will constitute an operating agreement between the Friends of Herman Brown Free Library (hereinafter called "Friends") a non-profit 501(c)(3) organization that is a legally distinct entity and Burnet County (hereinafter called "County").

The Friends of Herman Brown Free Library ("Friends") agree to provide services and/or financial support in the form of donated funds to the County of Burnet ("County") for the exclusive use of the Herman Brown Free Library ("Library"), a member of the Burnet County Library System (BCLS).

Examples of service and/or financial support are:

- Providing supplemental staff costs not already covered by Burnet County (extra assistance)
- Circulating and browsing materials
- Providing for supplies and materials for programs of all ages
- Copier for public use
- Other projects as determined by the Friends Board and the Library Director

The Friends is an independent organization and none of its actions or non-actions are governed by Burnet County or the Burnet County Commissioners Court.

The Friends agree that any donations (monetary or otherwise) it wishes to make for the Library must be approved and accepted by the Burnet County Commissioners Court (LGC 323.003). The Friends agrees that all donated funds accepted by Burnet County must be deposited with the Burnet County Treasurer (LGC 323.007). Donations of individual circulating materials are considered donations to the Friends and the staff of the Herman Brown Free Library has the discretion to use and/or dispose of them as they see fit. All proceeds from the photocopier provided by the Friends are deemed donated to the County to fund supplies for the photocopier. When any asset donated to the Library reaches the end of its useful life, it is deemed donated back to the Friends.

The Friends agree that it will not allow or authorize any Burnet County employee Library staff member(s) to make any purchases on its behalf at any time. All purchases must follow Local Government Code 262. The Friends shall not provide any access or use of a Friends credit card for use of any Burnet County employee/Library staff member at any time.

The Friends agree that the County has the final say in accepting or declining any and all gifts made to the library.

The County agrees to provide a budgeted amount of staffing for the Library. The Friends may request to fund additional staff members for temporary reasons should it desire. Such request would be in addition to the already budgeted staff assigned to the Library. Should Burnet County agree to accept such a funding donation, the temporary employee would be a Burnet County employee. Any Library employee paid by Burnet County shall be considered a Burnet County employee and must follow all state and local laws, policies and procedures.

The County agrees that it shall not decrease funding during its yearly budgeting process for the Library due to any anticipated financial donation from the Friends. All donations made by the Friends are to supplement, not replace, budgeted funding for the Library by Burnet County.

The County agrees that any donations made by the Friends shall be used exclusively for the benefit of the Library. None of the donated funds may ever be used for any other purpose.

The Friends understands that County does not authorize any Burnet County employee/Library staff member to make purchases on behalf of the Friends or utilize the Friends credit card to make purchases at any time.

The County 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 County agrees to supply the Friends with a “wishlist” each year at budget time that indicated the anticipated needs for Friends support.

The County agrees to provide public space for Friends meetings, brochures and promotional materials. Access to public space is subject to Burnet County use policies.

The Agreement contains the entire agreement between Burnet County and the FRIENDS and any modifications of this Agreement must be done in writing and be approved by the Friends and the County Commissioners Court in open session.

The parties agree and acknowledge that the effective date of this agreement is _____1, 2024. The agreement expires on _____, 2025 unless the County has provided funding for the library in its annual budget process. In such case, this agreement automatically renews for another one-year term on _____ and each year thereafter that funding is appropriated.

FRIENDS OF HERMAN BROWN DATE
FREE LIBRARY

COUNTY JUDGE, DATE
BURNET COUNTY