

Memorandum of Understanding

Between the Port Orford Public Library Foundation and the Port Orford Public Library District

I. PARTIES

This Memorandum of Understanding (“MOU”) is entered into by and between the Port Orford Public Library Foundation (“Foundation”), an Oregon nonprofit organization, and the Port Orford Public Library District (“District”), an Oregon Special District organized under the laws of the State of Oregon. The Foundation and the District may be referred to individually as a “Party” and collectively as the “Parties.”

II. PURPOSE

The purpose of this Agreement is to establish clear procedures governing:

1. The designation and authorized use of funds provided by the Foundation to the District;
2. The accounting and tracking of Foundation funds
3. Periodic reporting by the Bookkeeper regarding receipt, expenditure, and remaining balances of Foundation-provided funds.

This Agreement is administrative in nature and does not create an operational partnership or transfer governance authority between the Parties.

III. AUTHORITY

This Agreement is entered into pursuant to applicable Oregon law authorizing cooperation between public entities and nonprofit organizations for the support of public library services and programs.

IV. ANNUAL FINANCIAL SUPPORT

A. The Foundation intends to provide annual financial support to the District in furtherance of public library services and programs.

B. The amount of annual financial support shall be determined each year by the Foundation’s Board of Directors during the month of **March**.

C. The amount provided may vary from year to year based on Foundation resources, fundraising results, investment performance, and organizational priorities.

D. Nothing in this Agreement shall be construed as guaranteeing a minimum funding level or obligating the Foundation to provide a specific dollar amount in any given year.

E. Following determination of the annual amount, the Foundation shall provide written notice to the District specifying the approved funding level.

V. DESIGNATION OF FUNDS

A. The Foundation may provide funds to the District through annual support distributions, grants, donations, or special transfers approved by the Foundation's Board of Directors.

B. Funds will be deposited into a Foundation sub account solely for the use of the District. The sub account will be labeled District Support.

VI. REPORTING REQUIREMENTS

A. The Bookkeeper shall provide periodic written reports to the Foundation summarizing the status of Foundation funds.

B. Reports shall include:

- Beginning balance;
- Funds received during the reporting period;
- Itemized expenditures;
- Remaining balance;

C. Reporting will be on a **quarterly basis**, unless otherwise agreed in writing by the Parties.

IX. TERM AND TERMINATION

A. This Agreement shall become effective upon the date of last signature and shall remain in effect until terminated.

B. Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party.

C. Upon termination, any unexpended funds shall be spent by the District according to the current agreement.

X. AMENDMENTS

This Agreement may be amended only by written instrument approved and signed by authorized representatives of both Parties.

XI. LIABILITY AND INDEPENDENT STATUS

Each Party acts as an independent entity and assumes responsibility for its own acts and omissions. Nothing in this Agreement shall be construed as creating a partnership, joint venture, or agency relationship.

XII. COMPLIANCE WITH LAW

Both Parties agree to comply with all applicable federal, state, and local laws, regulations, and financial reporting requirements.

XIII. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties regarding the subject matter herein and supersedes all prior discussions or agreements related to the administration of Foundation funds.

XIV. SIGNATURES

PORT ORFORD PUBLIC LIBRARY FOUNDATION

By: _____
Name: _____
Title: _____
Date: _____

PORT ORFORD PUBLIC LIBRARY DISTRICT

By: _____
Name: _____
Title: _____
Date: _____