MEMORANDUM OF UNDERSTANDING BETWEEN THE FAIRFAX COUNTY PUBLIC LIBRARY BOARD OF TRUSTEES AND THE FRIENDS OF THE ______________________ LIBRARY

This Memorandum of Understanding, by and between the Fairfax County Public Library Board of Trustees (“the Board”), and the Friends of the ______________ Library, Inc. (“the Friends”), and together known as the “Parties”, is to define and facilitate a cooperative and productive relationship between the Parties. This Memorandum of Understanding shall replace all other Agreements, Memoranda of Understanding or Contracts that may be in existence between the Parties.

WHEREAS, the Friends is organized for charitable purposes to promote, raise funds for, and distribute funds to the Fairfax County Public Library (“the Library”) for the benefit and support of the Library; and

WHEREAS, the Friends is an independent, separate legal entity apart from the Board and the Library; and

WHEREAS, the Board encourages and supports the Friends as they work to increase community awareness and use of the library; as they work for library legislation or appropriations; as they encourage gifts, endowments and memorials for the library; as they provide direct financial assistance; as they raise money and campaign for new building, renovation, or expansion; and as they sponsor programs designed to add to the cultural life of the community; and

WHEREAS, Va. Code Ann. § 15.2-953.B authorizes donations to non-profit organizations that support library functions; and

WHEREAS, it is in the mutual interest of the Parties to work toward supporting, improving, and promoting the Library;

NOW THEREFORE, in consideration of the above, the Parties agree as follows:

1. Permission to Solicit Using the Name of Library:

The Board is giving the Friends written permission to use the name of the [insert library branch name] in connection with its charitable fund raising activities. The Library agrees to accept such contributions raised by the Friends subject to the terms of this Memorandum of Understanding. The Library reserves the right to revoke this written permission at any time.

2. Resources

a. The Board has made, and from time to time at its sole discretion may make, donations to the Friends of library materials that are discarded from the Library collection, pursuant to Va. Code Ann. § 15.2-953.B, and materials that are donated to the Library pursuant to Policy M. The Board may also cease making donations or providing resources to the Friends if the Board determines that the provisions of this Va. Code Ann. § 15.2-953.B, Board Policy M, and this Memorandum of Understanding are not being met.
b. The Friends acknowledges that the Board has selected it as the recipient of such donations and resources because the Friends promotes, raises funds for, and distributes funds to support the Library. It is understood and agreed by the Parties that money received by the Friends shall be used primarily to support the Library branch or the Library system. The Board encourages the Friends to distribute funds promptly and to make plans for future distributions.

c. Nothing in this Memorandum of Understanding shall prohibit the Friends from receiving donations of materials or money from individuals or groups other than the Board and the Library, provided that those donations are used in accordance with section 2(b) above.

d. The Friends shall make all donations through the financial division of the Library Administration. In the event that a donation is designated for use in connection with a specific event (e.g. a children’s program), the Library will process the donation and coordinate directly with the relevant vendor for that program. The Friends acknowledges the importance of routing all donations and program activities through Library Administration so that the Library can ensure compliance with Fairfax County procurement, access, and insurance requirements.

3. Organization of the Friends

a. Incorporation: The Friends shall incorporate with the Virginia State Corporation Commission (“SCC”) as a Virginia nonstock corporation. The Friends shall provide to the Board a Certificate of Fact of Existence from the SCC or other evidence of its registration with the SCC.

b. Governing Documents:

(i) The Friends shall operate in accordance with its Articles of Incorporation and Bylaws, which shall provide that the primary purpose of the corporation is to promote, support, raise funds for, and distribute funds to the Library for the benefit and support of the Library. The Friends will file its Articles of Incorporation with the SCC.

(ii) The Articles of Incorporation and Bylaws of the Friends shall provide that, in the event that the Friends elect to dissolve, or become inactive and not hold a board meeting for the period of one year, all remaining assets of the corporation, after necessary expenses are paid, will be distributed to the Board for the benefit of the Library, or to the Fairfax County Public Library Foundation, or to another Fairfax County Friends of the Library group to be used for the benefit of the Library.

c. Tax Exempt Status: The Friends shall comply with all requirements of the Internal Revenue Code to become and remain an approved 501(c)(3) charitable tax exempt organization. The Friends shall promptly advise the Board if its 501(c)(3) status changes. The Friends shall maintain copies of financial records, in paper or electronic form, as required for its charitable tax exempt status. The Friends shall make such records available to the Library upon request on an annual basis.

d. Sales Tax: The Friends shall comply with all requirements to be exempt from payment of and collection of Virginia Sales and Use Tax.
September 13, 2017

e. Insurance: The Friends acknowledge that the Friends is not covered by the Fairfax County Volunteer Insurance Program. The Friends agree to consult with its own insurance agent to determine and obtain appropriate insurance coverage based on the Friends structure and activity.

4. Communication and Coordination

a. The Parties acknowledge the joint goal of good communication and transparency between the Board, the Library and the Friends.

b. The Library will meet annually with the Friends to discuss issues of importance to the Friends, which may include goals, concerns, strategic planning initiatives, and funding priorities, in order to work collaboratively toward the goal of supporting the Library. The Library will assign a staff member to attend Friends’ board meetings, when possible. The Board invites members of the Friends to address the Board at its meetings, pursuant to Board Policy U.

c. The Library will provide the Friends a report annually describing the use of the monetary donations made by the Friends over the previous year.

d. The Library will engage in a prompt manner with the Friends on its proposals and requests, to the extent possible.

e. The Friends shall designate a point of contact for communication and coordination of activities with the Library. Unless advised otherwise, the President of the Friends will be the point of contact.

f. The Friends will self-report to the Library on an annual basis financial information to include revenue, donations, expenses, cash/bank account balances and reserves.

5. Term and Termination

a. This Memorandum shall continue in effect until December 31, 2021 unless terminated before that date. The Parties may agree to extend this Memorandum of Understanding for additional two-year periods on such terms and conditions that may be mutually agreeable.

b. Either party may terminate this Agreement upon three months written notice to the other party.

c. Should this Memorandum of Understanding be terminated for any reason, the Friends will promptly separate its activities from the Board and the Library and revise its governing documents appropriately.


a. Laws: The Friends shall comply with all federal, state, and local laws, including laws governing charitable organizations and the solicitation of charitable contributions.
b. License Agreement: The Friends shall execute a separate License Agreement with Fairfax County and abide by any conditions imposed by Fairfax County with respect to the Friends’ use of Library property or facilities.

c. Indemnification: The Friends shall indemnify and hold harmless the Board and Fairfax County from and against all losses, damages, expenses, claims, demands, suits, and actions by any party against the Board or Fairfax County based on any intentional or negligent action or omission to act by any member or agent of the Friends in connection with any work or activities performed or conducted by the Friends.

d. Abrogation: This Memorandum shall not be abrogated, changed or modified without the written consent of the Friends and the Board.

e. Public Communication: The Friends shall make it clear in all of its public communications that it is not an agency of the Library or Fairfax County government. The Friends agrees that the Library is authorized to use the name and logo, if any, of the Friends for purposes relating to this Memorandum of Understanding. The Parties agree to use such names and logos, if any, only in a favorable way and in a manner as to emphasize the benefits that this relationship provides to the community. Each party agrees that it shall not participate in activities that would portray the other party in a disparaging or unfavorable way.

f. Immunity: Nothing herein shall be deemed to constitute a waiver of applicable sovereign immunity on the part of the Board.

7. Notices

Notices hereunder and reports and other documents to be furnished by the Friends in accordance with the terms herein shall be given in writing only directed to the following addresses:

1. If to the Friends:

2. If to the Board:

Every such notice shall be deemed to have been given on the date on which it is received or refused by the party to whom it is sent. Any changes of address shall be given in accordance with the terms herein, and shall not be effective until five business days after the date received.

IN WITNESS WHEREOF, the Board and the Friends have caused this Memorandum to be executed as of the date appearing by their signatures.

Friends of __________________________________________

BY ________________________________________________
September 13, 2017

Date: ____________________________

BOARD OF TRUSTEES OF THE FAIRFAX COUNTY PUBLIC LIBRARY

BY

Karrie Delaney, Chairman

Date: ____________________________