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

This Memorandum of Understanding (MOU) is between the Fairfax County Public Library Board of Trustees (Board) and the Friends of the __________ Library (Friends). The Board and the Friends are entering into this agreement to foster a cooperative and productive relationship to the benefit of both individual Fairfax County Library branches and the full Fairfax County Public Library system (the “Library”). This MOU replaces any earlier agreements, MOUs, etc. that may have been entered into.

The Library Board encourages and supports Friends of the Library groups. Friends of the Library groups are civic-minded men and women who know that quality library service is important to the community and who organize into groups to support, improve and promote the library. Friends of the Library groups are independent and separate legal entities apart from the Board, but which the Board supports with donations of materials and resources. Friends of the Library groups are organized with one or more of the following objectives:

- To increase community awareness and use of the library;
- To work for library legislation or appropriations;
- To encourage gifts, endowments, and memorials for the library;
- To provide direct financial assistance;
- To raise money and campaign for a new building, renovation, or expansion;
- To sponsor programs designed to add to the cultural life of the community; and
- To do volunteer work in the library on specific projects as designated by the Director.

Requirements:

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 Board, in consultation with the Library, reserves the right to revoke this written permission at any time after meeting with the Friends to resolve issues.

2. Resources

   a. The Board has made and 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 Va. Code Ann. § 15.2-953.B, Board Policy M, or this MOU are not being met. The Board will not cease making donations or providing resources without first meeting with the Friends to attempt to resolve issues.

   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. The parties agree that money received by the Friends shall be used primarily to support a Library branch or the Library system. Although the funds should primarily be directed to a Library branch or the Library system, the Friends may also support the Fairfax Library Foundation, Fall for the Book, and other literacy or education based nonprofits, as the Friends determine. The Board encourages the Friends to distribute funds promptly and to make plans for future distributions in collaboration with the Branch Manager. The Branch Manager may create a yearly “wish list” of funding needs to assist the Friends with budgeting and planning.

c. Nothing in this MOU 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 to the Library through the financial division of the Library Administration. Donations to other organizations, such as the Fairfax Library Foundation, can continue to be paid directly to that organization. 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 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. Donations of food or other perishable items are not required to go through the Library. Questions regarding donations can be directed to either the Branch Manager or the Library’s financial division.

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 elects to dissolve, or have no remaining members, all remaining assets of the group, 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 or another nonprofit as appropriate to the Bylaws of the Friends.

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 Library Administration 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.

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 Director or designee shall 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, typically the Branch Manager, to attend Friends’ board meetings, which are open to the public. The Board invites members of the Friends to address the Board at its meetings, pursuant to Board Policy U.

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

d. The Library shall 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. The Library shall designate a point of contact which will typically be the Branch Manager.

f. The Friends shall self-report to Library Administration on an annual basis financial information to include revenue, donations, expenses, cash/bank account balances and reserves. The Friends may self-report using any format, including the financial reports prepared for the Friends meetings. For some groups, the IRS 990 filing, if it included the information listed above, would fulfill this term. Questions regarding self-reporting can be directed to either the Branch Manager or the Library’s financial division.

5. Term and Termination

a. This Memorandum shall continue in effect four years from the date of execution unless terminated before that date. The Parties may agree to extend this Memorandum of Understanding for additional four-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 shall 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. Abrogation: This MOU shall not be abrogated, changed or modified without the written consent of the Friends and the Board.

d. 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 MOU.

e. 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.
September 13, 2017

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 ____________________________________________________

Date: ________________________

BOARD OF TRUSTEES OF THE FAIRFAX COUNTY PUBLIC LIBRARY

BY

Karrie Delaney, Chairman

Date: ________________________