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

December 19, 2017

This Memorandum of Understanding (MOU) is between the Fairfax County Public Library Board of Trustees (Board), and the Friends of the ______ Library (Friends), and the Fairfax County Public Library system (Library). The Board, and the Friends, and the Library (together, the “Parties”) are entering into this agreement to foster a cooperative and productive relationship to the benefit of the individual Fairfax County Library branches, the full Fairfax County Public Library system (the “Library”), and the Friends. 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.

Understandings and Agreements:

1. 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 agree to 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 agrees to provide the Friends a detailed report annually describing the use of the monetary donations made by the Friends over the previous year.
   d. The Library agrees to engage in a prompt manner with the Friends on its proposals and requests, to the extent possible.
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e. The Friends agrees to 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 agrees to designate a point of contact which will typically be the Branch Manager.

f. The Friends agree to 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 includes the information listed above, would be sufficient. Questions regarding self-reporting can be directed to either the Branch Manager or the Library’s financial division.

1-2. Use of the Name of Library

The Board agrees that the Friends may use the name of the Library 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 Parties agree that they desire to resolve any issues which may arise concerning use of the name. If issues arise concerning use of the name, the Library, in consultation with the Board, will meet with the Friends to resolve issues. The Board has the right to revoke permission for use of the name. The Board, in consultation with the Library, reserves the right to revoke permission at any time after meeting with the Friends to resolve issues.

2-3. 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 Parties agree that they desire to resolve any issues which may arise concerning donations described above. If issues arise concerning donations described above, the Library, in consultation with the Board, will meet with the Friends to resolve issues. The Board has the right to 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 should all 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 determines. 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. As stated in paragraph 1(c), the Library agrees to provide the Friends with a detailed report annually describing the use of monetary donations made by the Friends over the previous year.
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 Board and the Friends Parties acknowledge the importance of routing donations and program activities for the Library through Library Administration so that the Library can ensure compliance with Fairfax County procurement, access, and insurance requirements. The Friends agrees to make donations to the Library through the financial division of the Library Administration. Donations of food or other perishable items are not required to go through the financial division of Library Administration. For purchases under $100, Friends understand that they may work with the Branch Manager for direct procurement outside of the Library’s financial services division. Staff will ensure that the proper county documentation is filed regarding the gift. 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 shall process the donation and coordinate directly with the vendor and the Branch for that program. Donations to other organizations, such as the Fairfax Library Foundation, can continue to be paid directly to that organization. Questions regarding donations can be directed to either the Branch Manager or the Library’s financial division.

3.4. Organization of the Friends

a. Incorporation: The Board and the Friends Parties understand that the Friends are is to be incorporated with the Virginia State Corporation Commission (“SCC”) as a Virginia nonstock corporation.

b. Governing Documents:

(i) The Friends agree to 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, or similar language. The Friends understand that it needs to file its Articles of Incorporation with the SCC.

(ii) The Friends agree that its Articles of Incorporation and Bylaws 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 to another nonprofit as appropriate to the Bylaws of the Friends, or similar language.

c. Tax Exempt Status: The Friends agree to 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 understands that it needs to maintain copies of financial records, in paper or electronic form, as required for its charitable tax exempt status. The Friends shall agrees to make such records available to Library Administration upon request on an annual basis.
d. Sales Tax: The Friends understand that sales are subject to Virginia Sales and Use Tax requirements unless it has obtained an exemption.

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.

4.1. 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 agree to 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 agrees to provide the Friends a report annually describing the use of the monetary donations made by the Friends over the previous year.

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

e. The Friends agrees to 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 agrees to designate a point of contact which will typically be the Branch Manager.

f. The Friends agree to 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 includes the information listed above, would be sufficient. 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 for 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.
6. **Additional Provisions**

a. **Charitable Solicitations:** The Board and the FriendsParties understand that the Friends needs to comply with state and local laws regarding charitable organizations and the solicitation of charitable contributions.

b. **License Agreement:** The Friends agree that it needs to enter into a License Agreement with Fairfax County and abide by any conditions imposed by the lease 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 agrees to make clear in all of its public communications that it is not represent itself as 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.

7. **Notices**

Notices, reports and other documents to be furnished under this MOU should be sent to: 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:

3. If to the Library:

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.
December 19, 2017

IN WITNESS WHEREOF, the Board, and the Friends, and the Library 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: __________________________

FAIRFAX COUNTY PUBLIC LIBRARY

BY __________________________

Jessica Hudson, Director

Date: __________________________

Appendices:
B. Fairfax County Library Board of Trustees, Policy M
C. Fairfax County Library Board of Trustees, Policy U
D. Sample Licensing Agreement