PLACE: George Mason Regional Library
7001 Little River Turnpike
Annandale, VA 22003
(703) 256-3800

TIME: 7:00 P.M.

DATE: January 10, 2018

LIBRARY BOARD OF TRUSTEES MEETING AGENDA

I. PUBLIC COMMENT

II. MINUTES - December meeting

III. CHAIR’S REPORT

IV. COMMITTEE REPORTS
A. Library Foundation – Willard Jasper
B. Finance Committee – Darren Ewing
C. Ad Hoc Planning Committee – Priscille Dando, Suzanne Levy
D. Public Relations – Fran Millhouser
E. Ad Hoc Policy Committee – Gary Russell
F. Ad Hoc MOU Committee – Miriam Smolen

V. DIRECTOR’S REPORT
A. LED Lightbulb Exchange program
B. Personalized Online Readers Advisory
C. One Fairfax Policy adopted

VI. ACTION ITEMS
A. Memorandum of Understanding between the Library Board of Trustees and the Friends of the Library
B. Adding a Glossary to the Policy Manual
C. Update to Policy D Regarding Cooperation with Other Jurisdictions and Libraries
D. Update to Policy E Regarding Physical Facilities
E. Update to Policy I Regarding Safeguarding of Library Materials
F. Update to Policy K Regarding Displays and Handouts
G. Update to Policy L Regarding Soliciting and Selling
H. Update to Policy N Regarding Volunteers
I. Update to Policy Z Regarding the Library Code of Conduct
VII. ROUNDTABLE

VIII. INFORMATION ITEMS
A. Monthly Statistical Snapshot, December 2017 (to be handed out at the meeting)
B. Incident Reports, December 2017
Chair Karrie Delaney called the meeting to order at 6:04 p.m.

I. PUBLIC COMMENT: Four public comments provided by Liz Clements, Mary Vavrina, Dennis Hays and Laura Noble.

II. MINUTES: Mr. Donovan moved to approve the November 2017 minutes and Mr. Jasper seconded it. The motion to approve the minutes passed unanimously.

III. CHAIR’S REPORT: Chair Delaney started her report by saying the December 2017 meeting would be her last. She won her House of Delegates race and will now be representing the 67th District in the Virginia House of Delegates. It is bittersweet as she has appreciated her time working with the Board and the Library Director but she is excited for the opportunity to continuing serving her community. She hopes to take all she has learned on the Board to her new position in Richmond.

Chair Delaney appointed Vice Chair Michael Donovan as Acting Chair until the elections in June 2018.

IV. COMMITTEE REPORTS:

A. Finance Committee: No Report.

B. Library Foundation: Will Jasper - The 2017 Library Jubilee was a success with 240 guests, raising $129,000! The deadline for the undergraduate scholarships is January 15, 2018 and the deadline for the graduate scholarships will be April 15, 2018.

C. Ad Hoc Planning Committee: No report.

D. Public Relations Committee: Fran Millhouser – The committee will meet again on February 1, 2018. Ms. Millhouser requested feedback from the Board about the talking points provided at the November 2017 meeting.

E. Ad Hoc Policy Committee: Gary Russell – There are eight consideration items in tonight’s agenda, including the introduction of a glossary. The committee will meet again in January.

F. F. Ad Hoc MOU (Memorandum of Understanding) Committee: Miriam Smolen – Discussion will be held during the action items.
V. DIRECTOR’S REPORT:

A. Pop Up Library for Outreach
   The Library’s new Pop up Library, previously called the Uni Towers, was on site for viewing. Thank you to the staff at the Chantilly Regional Library who were instrumental in the selection of the Pop up Library.

B. Administrative Services Director
   Ted Kavich was introduced. Ted previously held the position of Programming and Educational Services Manager, overseeing all system-wide programming for children and adults. He also worked in the Branches in various librarian positions. In his new role, he oversees centralized circulation services, library facilities management, the programming and educational services division, and the strategic planning and customer research division.

C. Holiday Closures
   A reminder that all Fairfax County Public Library branches will be closed from Friday December 22, 2017, through Monday December 25, 2017, reopening on Tuesday December 26, 2017.

VI. CONSIDERATION ITEMS:

A. Addition of a glossary to the Library Board of Trustees Policy Manual
   RECOMMENDATION: Library Administration recommends adding a glossary to the policy manual. 
   BACKGROUND: The ad hoc Policy Committee of the Library Board of Trustees met on November 6, 2017, to discuss a number of policy updates. As the committee has reviewed numerous policies, they noticed that there was some library-specific jargon that might be hard for the average library user or community member to understand. They requested the addition of a glossary to provide standard definitions for library-related language. Attached to the December 2017 board packet is the draft glossary for the Board’s consideration.

B. Update to Policy D Regarding Cooperation with Other Jurisdictions and Libraries
   RECOMMENDATION: Library Administration recommends updating Policy D to standardize terminology and update some language.
   BACKGROUND: The ad hoc Policy Committee of the Library Board of Trustees met on November 6, 2017, to discuss a number of policy updates. One policy brought forward by the committee for update is Policy D, regarding cooperation with other jurisdictions. The policy requires updates to correct terminology. The current version of the policy and the recommended updated version of the policy are attached to the December 2017 board packet.

C. Update to Policy E Regarding Physical Facilities
   RECOMMENDATION: Library Administration recommends updating Policy E to include reference to the Capital Improvement Plan.
BACKGROUND: The ad hoc Policy Committee of the Library Board of Trustees met on November 6, 2017, to discuss a number of policy updates. One policy brought forward by the committee for update is Policy E, regarding physical facilities. The policy requires updates to include the County’s Capital Improvement Plan. The current version of the policy and the recommended updated version of the policy are attached to the December 2017 board packet.

D. Update to Policy I Regarding Safeguarding of Library Materials
RECOMMENDATION: Library Administration recommends updating Policy I to update the approved locations for the fine schedule.

BACKGROUND: The ad hoc Policy Committee of the Library Board of Trustees met on November 6, 2017, to discuss a number of policy updates. One policy brought forward by the committee for update is Policy I, regarding safeguarding of materials. The policy requires the addition of the library’s website as a location where the schedule of fines shall be located. The current version of the policy and the recommended updated version of the policy are attached to the December 2017 board packet.

E. Update to Policy K Regarding Displays and Handouts
RECOMMENDATION: Library Administration recommends updating Policy K to update formatting and language.

BACKGROUND: The ad hoc Policy Committee of the Library Board of Trustees met on November 6, 2017, to discuss a number of policy updates. One policy brought forward by the committee for update is Policy K, regarding displays. The policy requires formatting edits, as well as changing the word “will” to “shall.” The current version of the policy and the recommended updated version of the policy are included are attached to the December 2017 board packet.

F. Update to Policy L Regarding Soliciting and Selling
RECOMMENDATION: Library Administration recommends updating Policy L to update the name of the Fairfax Library Foundation.

BACKGROUND: The ad hoc Policy Committee of the Library Board of Trustees met on November 6, 2017, to discuss a number of policy updates. One policy brought forward by the committee for update is Policy L, regarding soliciting. The policy requires updating the name of the Fairfax Library Foundation. The current version of the policy and the recommended updated version of the policy are attached to the December 2017 board packet.

G. Update to Policy N Regarding Volunteers
RECOMMENDATION: Library Administration recommends updating Policy N for small language changes.

BACKGROUND: The ad hoc Policy Committee of the Library Board of Trustees met on November 6, 2017, to discuss a number of policy updates. One policy brought forward by the committee for update is Policy N, regarding volunteers. The policy requires updating to change “will” to “shall.” The current version of the policy and the recommended updated version of the policy are
attached to the December 2017 board packet.

H. Update to Policy Z Regarding the Library Code of Conduct
RECOMMENDATION: Library Administration recommends updating Policy Z for formatting updates.
BACKGROUND: The ad hoc Policy Committee of the Library Board of Trustees met on November 6, 2017, to discuss a number of policy updates. One policy brought forward by the committee for update is Policy Z, regarding the code of conduct. The policy requires formatting updates. The current version of the policy and the recommended updated version of the policy are attached to the December 2017 board packet.

VII: ACTION ITEMS:

Memorandum of Understanding between the Library Board of Trustees (Library Board) and the Friends of the Library (Friends)

RECOMMENDATION: Library Administration recommends approving an updated Memorandum of Understanding (MOU) between the Library Board and the Friends, to provide additional clarity and information to both parties.

BACKGROUND: The Library Board has been considering the idea of an updated MOU with the Friends of the Library groups for several years, with the process starting in earnest in 2017. The Library Board has an ad-hoc MOU committee, which has been working with the County Attorney’s office to draft an updated MOU that covered County requirements such as licensing agreements for space, Board of Trustee areas of interest such as meeting annually to talk about priorities and projects, as well as requirements that the Friends groups must comply with in order to be nonprofits, such as 501c3 status. There is a current MOU between the Friends and the LBOT, and many of the original components have been considered and included in the draft updated version.

The MOU committee provided a full public meeting in late May 2017, to talk with the Friends groups about high level areas of an updated MOU. Following feedback from that meeting, three Friends working sessions were scheduled in August 2017 to allow for Friends groups to have smaller, more in-depth discussions of those high level areas. Two informational sheets were provided to the Friends with further clarification regarding those high level areas.

After the August sessions, a draft MOU was finalized and released concurrently to the Library Board and the Presidents of the Friends groups on September 13th, 2017. Friends groups were requested to provide comments and questions by October 1st, for inclusion in the October Library Board packet. Several FOL groups requested additional time for commentary and the period was extended; commentary received between October 2nd and October 30th was included in the November Library Board packet.

In addition to providing an open and transparent process to the Friends groups, the MOU Committee is also committed to provide transparency to the general public. A public page is
available where anyone can read the minutes of past meetings, review the high level areas, read the draft MOU, and submit their personal comments.

The draft MOU update is very similar to other MOU updates approved or pursued by other County agencies. The draft MOU closely models the MOU between the Animal Shelter and its Friends, approved by the Board of Supervisors in March 2017, as well as the draft MOU update between the Park Authority and its Friends groups.

Included as part of this action item are the following:

1. Third Update to draft MOU dated December 7, 2017;
2. Friends MOU Compiled Comments dated November 3, 2017;
3. Recommended Updates to the draft MOU dated November 3, 2017;
4. Areas Not Recommended for Update dated November 3, 2017;
5. Updated Draft MOU provided on November 3, 2017; and

Committee Chair Smolen reviewed the updated draft MOU section by section and noting which areas had been updated from previous iterations and why. Ms. Smolen shared feedback from the Friends that led to many of the updates: that the original version felt too legal, that the Branch Managers should be incorporated with more regularity, that the Friends should be provided with additional opportunities to support library funding priorities, and that the Friends needed greater flexibility to spend funds without going through the Library’s financial services division.

After reviewing the document section by section, Ms. Smolen suggested that the Library be added as a signatory, which was also suggested during public comment at the December meeting and in some Friends written commentary. Another suggested change was updating the ‘public communications’ section as per Friends suggestions.

Ms. Delaney reiterated that this is not just a document for this Board and current Friends group. This document has to be able to hold the test of time for all future signees and to protect all parties involved. It needs to be tested against the worst possible outcomes, and the language needs to reflect that.

Mr. Ewing said he met and spent time with the Friends groups in his district, and they are not in support of the MOU draft. Comments he has heard included that the process was not constructive, the tone is too harsh, and the process should be restarted.

Ms. Smolen asked Mr. Ewing what specific points in the MOU that could be re-crafted. Mr. Ewing said the tone is the issue and it should be guidelines which after the Friends sign the document, would not change their operations.
Ms. Millhouser said she was not sure how the board could create a document that would not have any change in the way the Friends operate. The legal requirements have to be met and for years they have not been acknowledged. The document has already been changed to soften the tone.

Ms. Delaney has reviewed the MOU and stated that the board does not have any flexibility in what is in the MOU when it concerns county policy and legal requirements. Part of the purpose of this document is to be methodical and to make sure that all parties are aware of responsibilities. The public who donates needs to trust that their donations will be used properly, and this document will ensure that all parties are stewards of trust.

Mr. Ewing shared the Park Authority’s MOU, which states much of the same information but in a less harsh tone. Ms. Delaney stated that the Library Board’s draft MOU says the same thing; it lists all the requirements in a clear manner. She would support an adjustment in tone, but the requirements in the document are factual.

Mr. Ewing stated that he cannot support the document as it is currently, and that he would like to reset the process. Ms. Millhouser said that it’s important to acknowledge that many Friends groups do support the MOU.

Ms. Hudson said that the current draft MOU has incorporated feedback received. This draft is a very lean document that mostly states the legal requirements. The tone can be changed but the facts still need to be in the document.

To the request to restart the process, Mr. Donovan shared that this item is currently an action item and can be voted down, but that it would be premature to reset when so much work has gone into the process. Mr. Donovan also reminded the audience, after several vocal statements, that the public comment period of the meeting had concluded.

Ms. Smolen continued the conversation by saying that the current draft is already lean, and people have to remember that feedback was heard from Friends groups who gave line by line changes. Their time and input have to be valued. She does not support a reset as many parties have spent an incredible amount of time on the current MOU. She suggests that the board go section by section to figure out what can be changed.

Ms. Delaney referenced the point by Ms. Hudson that even if this is stopped and reworked, the information still has to be included in order to do business with the county. It is in everyone’s best interest to clearly define the requirements. Wording can be changed but the core values have to be there. The Board should spend time to see what needs to be there, what could be deleted and what could be added.

Ms. Millhouser stated she too would like the Friends groups in her district to have 100% acceptance of the new MOU. She asked that the changes discussed could be incorporated into a new draft that could go out before the next board packet. Ms. Smolen and Ms. Hudson said the new draft would be sent out and posted to the website.
The Board began discussion of specific sections, starting with adding the Library as a signatory. Ms. Smolen did a consensus check and the Board agreed to add the library as a signatory.

The Board discussed provision one, related to the use of the Library’s name. Mr. Ewing felt that much of this section was not needed, as it is too negative and is implicitly stated elsewhere. Ms. Smolen agreed that one sentence could potentially be removed but others should stay as they are statements of facts. Mr. Ewing said the statements should be in a handbook, not in this document. He shared that the pieces about revoking, in multiple provisions, should be at the end of the document to provide for a friendlier tone. Ms. Smolen shared that she does not see it as unfriendly, but as stating intent in a clear manner.

Mr. Russell stated that is simpler to spell out the requirements at the outset, providing a corollary between the work of Congress that develops policy and staff that develop procedures to enact those policies.

Ms. Dando said that the document needs to be straightforward. That would eliminate the chance of misunderstandings and help with being transparent. These are high impact issues with no wiggle room. The perception of being clear can come off as a negative intent, but it is actually being very transparent about what is expected. The document isn’t negative; it just has to be able to mitigate situations that arise. Known situations need to be spelled out and specific to eliminate confusion. Clarity is extremely important.

After some discussion, Ms. Delaney summarized that the board agreed that the following wording would be used “The Board agrees that the Friends may use the name of the __________________ Library in connection with its charitable fund raising activities. 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.”

Ms. Hudson shared that this is what is currently being said, but in a repackaged manner.

The Board began discussion on section two, related to resources. The Board shared similar viewpoints related to provision 1; should negative elements be moved to the end of the document to create a friendlier tone or should the points be provided in their named section, providing additional clarity? A discussion was had regarding if a new MOU section should be created, that housed all of the potentially negative wording related to revoking privileges.

Ms. Smolen said if the Board wants the document to start on a more positive note, then section four should be moved to the top of the document, related to communication and coordination. This was positively received and the Board agreed to move it to the front of the document as the new section one.
Mr. Russell stated that he would also like 100% Friends participation with the new MOU, but that sometimes he would have to be the bearer of bad news. It is time to make the current draft MOU work, and it would be patronizing to Friends to just move things around. Ms. Delaney agreed this is a business document and has to be precise and clear.

The Board began discussions on section 2B. Discussion about tone and tense of words including replacing “are” with “should.” “Should” was found to be more helpful to the Friends groups and was kept.

The Board discussed section 2C but had no edits.

The Board discussed section 2D. Ms. Smolen suggested wording stating that money only has to be routed through library procurement if it’s intended for purchases for the Library, not for Friends purchases of their own materials. Ms. Delaney said that would remedy a previous comment about the $100 limit for immaterial purchases.

Ms. Millhouser asked that the section related to program donations include the Branch Manager in the coordination process. Ms. Hudson said that that could be added for clarity.

Mr. Ewing referenced back to section 2C, sharing that some Friends’ articles of incorporation and bylaws support groups other than the Library. Ms. Smolen said if additional language is needed it was appropriately referenced in section 2B. Mr. Ewing asked to change the language to say “as stated in their bylaws.”

Mr. Russell said that part of being a representative is that occasionally you have to go back and say that something they do not agree with is still in place. While the Board wants to make every party happy, it might not be possible.

At 9:00 p.m. Ms. Hudson shared that the Library was now closed. She would take all corrections suggested at this meeting, incorporate them in an updated draft, and send out the updated document. If any Friends groups have additional comments, they can be provided directly to their Trustee.

A motion to continue the action item at the January 2018 meeting was made by Mr. Ewing and seconded by Mr. Donovan and passed unanimously.

Chair Delaney adjourned the meeting at 9:07 p.m.
Members Present
Priscille Dando
Karrie Delaney
Michael Donovan
Darren Ewing
Charles Fegan
Will Jasper
Fran Millhouser
Miriam Smolen
Gary Russell

Members Absent
Yearn Hong Choi
Sheila Janega
Suzanne Levy

Respectfully Submitted:

____________________________
Jessica Hudson
Library Director

Approved:

____________________________
Michael Donovan, Acting Chairman
FCPL, Board of Trustees
On behalf of the George Mason Friends, I'm here tonight to summarize our response to the latest MOU draft, dated December 7.

First, I'd like to recognize the efforts the Trustees' MOU Committee and staff have made to improve the comment process and capture all the Friends groups' comments. We also wish to thank Jessica Hudson and Fran Millhouser for accepting our invitation to meet with our MOU Committee and discuss the November 3 draft MOU. We found that discussion tremendously helpful.

Overall, the George Mason Friends have been pleased to see that each new draft of the MOU bring us closer to reaching agreement. As Liz mentioned, however, we have three key concerns in the latest draft as it pertains to us, which I ask you to include in your deliberations:

1. Our greatest concern is that the wording in clause 3c requires the Friends to provide their underlying financial records to the Library. We strongly believe that a completed IRS Form 990 should satisfy our reporting obligations under both 3c and 4f. To provide our underlying records would be inappropriate and an administrative burden.

2. Second, we believe the Library should be included as an MOU signatory. This is important because functionally, the Library - both the branch and the system - is the Friends' primary partner for most clauses in the agreement.

3. Finally, we remain concerned that, as drafted, clause 2d only focuses on financial gifts. We ask that the MOU also address the in-kind donations we make to the Library, such as the books we send to Tech Ops or provide as prizes and giveaways.

Based on our reading of the staff recommendations and our talk with Ms. Hudson, we believe these issues can be resolved with simple edits. We have submitted detailed formal comments, including suggested resolutions, to Ms. Smolen and Ms. Hudson.

Thank you for your time.

Laura Noble
Remarks to the Library Board of Trustees December 13, 2017

I believe the MOU process has been deficient from the beginning as it excluded the Friends. The draft MOU before you should be scrapped and the process should start all over. An MOU is an agreement between two or more parties and, although not legally binding, carries a degree of seriousness and mutual respect. When MOUs are used to memorialize partnerships, they outline both parties’ responsibilities, not just the duties of one. Look at the proposed MOU between the Park Authority and its Friends. That is what it does, as do most other existing Library and Friends MOUs throughout the U.S.

There are six documents included in your packet as part of the MOU Action Item. Items 2, 3 and 4 are tables prepared by the staff in early November, purportedly summarizing comments, responses and recommendations. All three tables misrepresent the comments made by the various Friends and advocacy groups and the public.

Moreover, the minutes of the May 30 MOU Committee Meeting that you were given have also been challenged publically. But these challenges aren't in your packet. The information you are being given to work with is incomplete and gives a distorted view.

Merely, tweaking the words of a one-sided draft MOU that was deficient from the start, cannot result in an MOU acceptable to both parties. All it does is waste time.

I have confirmation from six Friends groups, located in five Trustee districts, that they would refuse to sign both the September and the November draft MOUs. I have also been informed that an additional regional library Friends group, in a sixth district, has emailed its Trustee that it would be unable to sign an MOU based on the December draft.

However, if you insist on going forward with the December draft MOU, I ask that you please give the Friends an opportunity to make a presentation to the Board, but of more than 3 minutes.

What is needed now is for the parties to sit across the table from one another and identify which responsibilities each expects the other to assume. And use the MOU guidelines suggested by the ALA as a starting point. I am confident the Trustees and the Friends can reach a mutually beneficial solution to this impasse, but only through collaborative efforts treating both parties as equals and with respect.

Thank you.

Mary Vavrina
December 13, 2017

As a member of the board of the GM Friends and former member of the Library Board of Trustees for 16 years, I am puzzled by the omission of the Library as a signatory to this Memorandum of Understanding.

In the past, the Library was considered a partner with the Friends, not just the individual library, but the entire Fairfax County Library system, which gained funding, gifts in kind and much appreciated advocacy-advocacy particularly important in times of diminishing budgets and other controversies. Indeed the substantive duties and interaction with Friends are by the Library, not the Board.

The MOU should include the Library as the third signatory as it has in the past. The title of the Memorandum should reflect the Library as well as the Friends base library.

The draft MOU section on gifts, especially gifts in kind, is unclear and would profit from more discussion Board members and Friends together.

We have no problem with making our records required by the IRS for public disclosure. However, as an independent 501 (3)(c)organization, we should not be required to make our underlying records available. We submit a correctly completed 990 and see no reason to provide further financial information.

These are the specific concerns of the GM Friends.

Please recognize the span of the Library Friends -differences in size, number of volunteers, differences of the very communities each library serves, book sales and ongoing sales ....but our united commitment is to the health of the Fairfax County Public Library.

So, don't make this a procrustean exercise. Our differences can be ameliorated by further thoughtful discussion of our partnership.

Thank you.

Liz Clements
A. LED Lightbulb Exchange program

In 2017, the Library partnered with Energy Action Fairfax (EAF) to begin circulating thermal cameras. These devices allow a user to scan their doors, windows, and other entry points to see if heat is escaping with the goal of remedying the issues and decreasing heating costs. In 2018, EAF and the Library are partnering again to offer another energy-conscious programming opportunity for the public. In spring 2018 (exact dates and locations still to be determined), a series of LED lightbulb exchanges will be offered at approximately six library branches across the County. Members of the public will be able to get one LED lightbulb for free, and will be able to exchange up to four older format bulbs for LED bulbs at no cost to them. More information will be provided as the program dates and locations are finalized.

B. Personalized Online Readers Advisory

The County launched its new website at the end of 2017; the new site has been updated, reformatted and has an entirely new backend platform. The Library is utilizing both the new website and a new research application called LibGuides. LibGuides houses specific information pages with curated content to assist the public as they research areas such as early literacy, local history, HOA listings, and more. In spring 2018, we will be launching another new page on LibGuides for online personalized readers advisory; for our users who don’t often visit a physical library but would still enjoy working with library staff to find just the right book to read next. Interested staff will have a personal page detailing what types of books and other materials they enjoy, to make a connection with library users and make a match with people in need of readers’ advisory services.

C. One Fairfax Policy adopted

On November 21, 2017, the Board of Supervisors adopted a social and racial equity policy called One Fairfax. The policy’s goal is to ensure that the County considers equity when making decisions or developing programs and services. The School Board also adopted the One Fairfax policy at its November 20, 2017, meeting. The policy specifically calls out promoting equity through “digital access and literacy for all residents”. For more information, or to read through the entire policy, take a look at www.fairfaxcounty.gov/topics/one-fairfax.
ACTION ITEMS
ACTION ITEM
January 10, 2018

ISSUE: Memorandum of Understanding between the Library Board of Trustees (Library Board) and the Friends of the Library (Friends)

RECOMMENDATION: Library Administration recommends approving an updated Memorandum of Understanding (MOU) between the Library Board and the Friends, to provide additional clarity and information to both parties

BACKGROUND: The Library Board has been considering the idea of an updated MOU with the Friends of the Library groups for several years, with the process starting up in earnest in 2017. The Library Board has an ad hoc MOU committee, which had been working with the County Attorney’s office to draft an updated MOU that covered County requirements such as licensing agreements for space, Board of Trustee areas of interest such as meeting annually to talk about priorities and projects, as well as requirements that the Friends groups must comply with in order to be nonprofits, such as 501c3 status. There is a current MOU between the Friends and the LBOT and many of the original components have been considered and included in the draft updated version.

The MOU committee provided a full public meeting in late May 2017, to talk with the Friends groups about high level areas of an updated MOU. Following feedback from that meeting, three Friends working sessions were provided in August 2017 to allow for Friends groups to have smaller, more in-depth discussion of those high level areas. Two informational sheets were provided to the Friends with further clarify regarding those high level areas. After the August sessions, a draft MOU was finalized and released concurrently to the Library Board and the Presidents of the Friends groups on September 13th, 2017. Friends groups were requested to provide comments and questions by October 1st, for inclusion in the October Library Board packet. Several FOL groups requested additional time for commentary and the period was extended; commentary received between October 2nd and October 30th was included in the November Library Board packet.

In addition to providing an open and transparent process to the Friends groups, the MOU Committee is also committed to provide transparency to the general public. A public page is available where anyone can read the minutes of past meetings, review the high level areas, read the draft MOU, and submit their personal comments.

The draft MOU update it is very similar to other MOU updates approved or pursued by other County agencies. The draft MOU closely models the MOU between the Friends and the Animal Shelter, approved by the Board of Supervisors in March 2017, as well as the draft MOU update between the Park Authority and its Friends groups.

Included as part of this action item are the following:
1) Fifth Update to the draft MOU dated January 4, 2018;
2) Fourth Update to the draft MOU dated December 19, 2017;
3) Third Update to draft MOU dated December 7, 2017;
4) Friends MOU Compiled Comments dated November 3, 2017;
5) Recommended Updates to the draft MOU dated November 3, 2017;
6) Areas Not Recommended for Update dated November 3, 2017;
7) Updated Draft MOU provided on November 3, 2017; and
MEMORANDUM OF UNDERSTANDING BETWEEN THE FAIRFAX COUNTY PUBLIC LIBRARY BOARD OF TRUSTEES AND THE FRIENDS OF THE ________________________ LIBRARY

This Memorandum of Understanding (MOU) is among 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 and the Library, 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 among between the Board, the Library and the Friends.
   b. The Library Director or designee agrees 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.
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 agrees 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/shall 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/shall 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 agree 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 understands 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 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 to be incorporated with the Virginia State Corporation Commission (“SCC”) as a Virginia nonstock corporation.

b. Governing Documents:

(i) The Friends agrees 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 agrees 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 agrees 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 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 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 agrees 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.

a. Charitable Solicitations: The Board and the Friends*Parties* 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 agrees 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. *The Friends is aware that Friends space allowances are guided by the Library Design Manual, which is maintained by the County’s Capital Facilities department.*

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

Friends of ____________________________________________

BY ___________________________________________________

Date: __________________________

BOARD OF TRUSTEES OF THE FAIRFAX COUNTY PUBLIC LIBRARY

BY ___________________________________________________

Karrie Delaney, Michael Donovan, 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
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), 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.
December 19, 2017

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 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 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 understand that the Friends are 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 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 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 agrees 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, hereunder and 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.
IN WITNESS WHEREOF, the Board, and the Friends, and the Library have caused this Memorandum to be executed as of the date appearing by its signatures.

Friends of ________________________________

BY ________________________________________________________________________________

Date: __________________________

BOARD OF TRUSTEES OF THE FAIRFAX COUNTY PUBLIC LIBRARY

BY ________________________________________________________________________________

Karrie Delaney, Michael Donovan, 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
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 the both individual Fairfax County Library branches, and 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

Requirements:

1. Permission to Solicit

   The Board agrees that is giving the Friends may written permission to use the name of the ___________________ Library [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 Board and the Friends acknowledge the importance of routing donations and program activities through Library Administration so that the Library can ensure compliance with Fairfax County procurement, access, and insurance requirements. The Friends agrees to make 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 financial division of 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. 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 Board and the Friends understand that the Friends are incorporated 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 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
December 7, 2017

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 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, or similar language.

c. Tax Exempt Status: The Friends shall 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 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 understand that sales are subject to sales tax and shall comply with all requirements to be exempt from payment of and collection of 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. 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 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 agrees to 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 agrees to shall engage in a prompt manner with the Friends on its proposals and requests, to the extent possible.

e. The Friends agrees to 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 agrees to shall designate a point of contact which will typically be the Branch Manager.
December 7, 2017

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 to 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. Charitable Solicitations: Laws: The Board and the Friends understand that the Friends needs to comply with all federal, state, and local laws, including laws governing charitable organizations and the solicitation of charitable contributions.

b. License Agreement: The Friends agree that it needs to enter into a separate 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 agree to 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.

**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: __________________________
Appendices:
B. Fairfax County Library Board of Trustees, Policy M
C. Fairfax County Library Board of Trustees, Policy U
D. Sample Licensing Agreement
<table>
<thead>
<tr>
<th>No.</th>
<th>Relates to MOU Area</th>
<th>Comments</th>
<th># of FOL comments</th>
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<tr>
<td>1</td>
<td>Throughout</td>
<td>The MOU is too legal/the language is too legal/requests to change the document to &quot;plain English&quot;/change the tone</td>
<td>6</td>
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<tr>
<td>2</td>
<td>Throughout</td>
<td>Less mention of Branch Manager than in previous versions; include Branch Manager more</td>
<td>3</td>
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<tr>
<td>3</td>
<td>Throughout</td>
<td>Use the current MOU as a basis, or don't update the MOU at all/keep using the current MOU</td>
<td>4</td>
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<tr>
<td>4</td>
<td>Throughout</td>
<td>Tone is not reflective of the benefit the FOL bring</td>
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</tr>
<tr>
<td>5</td>
<td>WHEREAS section</td>
<td>Provide a simpler, friendlier intro</td>
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<tr>
<td>6</td>
<td>WHEREAS section</td>
<td>Some FOL groups have in their bylaws that they exist to benefit a specific branch; MOU language should be updated to reflect that</td>
<td>1</td>
</tr>
<tr>
<td>7</td>
<td>WHEREAS section</td>
<td>Switch order of WHEREAS 2 and 3</td>
<td>1</td>
</tr>
<tr>
<td>8</td>
<td>WHEREAS section</td>
<td>Some FOL are not organized for the sole benefit of FCPL; the WHEREAS section needs updating to reflect that</td>
<td>2</td>
</tr>
<tr>
<td>9</td>
<td>WHEREAS section</td>
<td>Dropped line &quot;To do volunteer work in the library of specific projects designated by the Director&quot; which is included in the current MOU</td>
<td>1</td>
</tr>
<tr>
<td>10</td>
<td>1</td>
<td>Would the Library ever revoke permission to use the name of the branch? Add language about meeting and resolving issue/refer to section 5 if needed</td>
<td>2</td>
</tr>
<tr>
<td>No.</td>
<td>Relates to MOU Area</td>
<td>Comments</td>
<td># of FOL comments</td>
</tr>
<tr>
<td>-----</td>
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<td>--------------------------------------------------------------------------</td>
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</tr>
<tr>
<td>11</td>
<td>1</td>
<td>Remove the last line; duplicative of section 5; remove entirely</td>
<td>2</td>
</tr>
<tr>
<td>12</td>
<td>2A</td>
<td>Request to remove language around Board's ability to &quot;cease making donations or providing resources&quot;; request to remove 2A in its entirety</td>
<td>2</td>
</tr>
<tr>
<td>13</td>
<td>2A</td>
<td>Append VA Code and Policy M to MOU</td>
<td>1</td>
</tr>
<tr>
<td>14</td>
<td>2A</td>
<td>Add language about meeting and resolving issue/refer to section 5 is needed</td>
<td>1</td>
</tr>
<tr>
<td>15</td>
<td>2B</td>
<td>Update to future distributions to include Branch Manager; comments that FOL cannot control the activities or timing of the County (space planning, IT, etc)</td>
<td>3</td>
</tr>
<tr>
<td>16</td>
<td>2B</td>
<td>Request confirmation that the word &quot;primary&quot; allows the FOL groups to support Fall for the Book, the Foundation, etc</td>
<td>5</td>
</tr>
<tr>
<td>17</td>
<td>2B</td>
<td>Funding; comments regarding the county &quot;taking&quot; funds and not providing FOL groups discretion around the usage/outcome</td>
<td>1</td>
</tr>
<tr>
<td>18</td>
<td>2D</td>
<td>Comments that all donations cannot be made through FCPL's financial services division; some funding must be paid for directly (ie, volunteer appreciation events); request to add language allowing for greater focus on FOL and Branch Manager relationship regarding funds; update to clarify what must go through FCPL</td>
<td>7</td>
</tr>
<tr>
<td>19</td>
<td>2D</td>
<td>Comment that the FOL are separate entities and are within their rights to do their own procurement and give items to the branch; and that purchases under $5,000 don't come under open bidding requirements</td>
<td>1, 2</td>
</tr>
<tr>
<td>No.</td>
<td>Relates to MOU Area</td>
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<tr>
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</tr>
<tr>
<td>20</td>
<td>3A</td>
<td>Request to remove requirement to register with the Virginia SCC; request to update language to &quot;FOL will comply with SCC regulations&quot; instead of &quot;FOL will file articles of incorporation...&quot;; some FOL groups unclear on why incorporation is needed; concern regarding need for additional regulation</td>
<td>7</td>
</tr>
<tr>
<td>21</td>
<td>3A</td>
<td>Request to have County or LBOT pay for &quot;Registered Agent&quot; services if the SCC requirement is not waived</td>
<td>1</td>
</tr>
<tr>
<td>22</td>
<td>3A</td>
<td>Should not have to provide Board with SCC Certificate of Fact</td>
<td>1</td>
</tr>
<tr>
<td>23</td>
<td>3Bii</td>
<td>Request to defer to FOL bylaws regarding what happens to funds upon dissolution; MOU language may conflict with current FOL bylaws or IRS regulations</td>
<td>4</td>
</tr>
<tr>
<td>24</td>
<td>3Bii</td>
<td>Update dissolution clause; change to &quot;if there are no FOL members left&quot; instead of not meeting in 1 year</td>
<td>1</td>
</tr>
<tr>
<td>25</td>
<td>3C</td>
<td>Define &quot;Library&quot; so that FOL groups know who might request financial records</td>
<td>1</td>
</tr>
<tr>
<td>26</td>
<td>3C</td>
<td>Why does the Library need to review Friends tax exempt documentation? Basic info is included under section 4F</td>
<td>4</td>
</tr>
<tr>
<td>27</td>
<td>3C</td>
<td>Section is redundant with 4F; remove or consolidate</td>
<td>1</td>
</tr>
<tr>
<td>28</td>
<td>3D</td>
<td>Request deletion-FOL does not think appropriate to include the language in the MOU</td>
<td>1</td>
</tr>
<tr>
<td>29</td>
<td>3E</td>
<td>Insurance; refer over to the County Attorney, remove from MOU; concerns regarding cost and need</td>
<td>3</td>
</tr>
<tr>
<td>30</td>
<td>4B</td>
<td>Attendance at FOL Board meetings is usually attended by Branch Manager; does the MOU signify other attendees?</td>
<td>3</td>
</tr>
<tr>
<td>31</td>
<td>4B</td>
<td>Define &quot;Library&quot;</td>
<td>1</td>
</tr>
<tr>
<td>32</td>
<td>4B</td>
<td>Request to include language specifically involving FOL in long range planning</td>
<td>2</td>
</tr>
<tr>
<td>33</td>
<td>4B</td>
<td>Update to reflect that FOL meetings are open</td>
<td>2</td>
</tr>
<tr>
<td>No.</td>
<td>Relates to MOU Area</td>
<td>Comments</td>
<td># of FOL comments</td>
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<td>------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>-------------------</td>
</tr>
<tr>
<td>34</td>
<td>4B</td>
<td>Append Policy U</td>
<td>1</td>
</tr>
<tr>
<td>35</td>
<td>4C</td>
<td>Provide more clarity around what the Library will provide as an accounting</td>
<td>1</td>
</tr>
<tr>
<td>36</td>
<td>4E</td>
<td>Add point of contract for Library; prior language &quot;Unless otherwise advised, the Branch Manager will serve as the point of contact for the Friends&quot;</td>
<td>2</td>
</tr>
<tr>
<td>37</td>
<td>4F</td>
<td>Good practice to provide financial information including revenue, donations, expenses but it should be just generally publicly available, not specifically to the Library; remove requirement for &quot;cash/bank balances&quot;; self-reporting is too detailed</td>
<td>5</td>
</tr>
<tr>
<td>38</td>
<td>4F</td>
<td>Report to who?</td>
<td>1</td>
</tr>
<tr>
<td>39</td>
<td>4F</td>
<td>Request to add that submission of an IRS 990 form would comply with requirements</td>
<td>3</td>
</tr>
<tr>
<td>40</td>
<td>5A</td>
<td>Timeframe on MOU; why limited?; should be a period of time from execution; should be re-signed with each new FOL president?; why only 2 years renewal periods?</td>
<td>4</td>
</tr>
<tr>
<td>41</td>
<td>5B</td>
<td>Why the addition of a unilateral termination</td>
<td>1</td>
</tr>
<tr>
<td>42</td>
<td>6A</td>
<td>Comments regarding FOL requirement to follow the law; charitable solicitation; request to remove entirely or update</td>
<td>4</td>
</tr>
<tr>
<td>43</td>
<td>6B</td>
<td>Comments regarding the licensing agreement; request to be provided document to review or remove from MOU;</td>
<td>8</td>
</tr>
<tr>
<td>44</td>
<td>6C</td>
<td>Indemnification; update to plain english, remove, or provide reciprocity</td>
<td>8</td>
</tr>
<tr>
<td>45</td>
<td>6D</td>
<td>Should there be a mechanism to amend the MOU during it's term?</td>
<td>1</td>
</tr>
<tr>
<td>46</td>
<td>6E</td>
<td>Update public communication language; remove County right to use FOL logo; remove language regarding only favorable language; do the FOL have the right to use FCPL logo?; edit this section                                                                                                                                 8</td>
<td></td>
</tr>
<tr>
<td>47</td>
<td>6F</td>
<td>Immunity; make language more clear; remove</td>
<td>5</td>
</tr>
<tr>
<td>No.</td>
<td>Relates to MOU Area</td>
<td>Comments</td>
<td># of FOL comments</td>
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<tr>
<td>48</td>
<td>7</td>
<td>Request to have more than one person/position identified for FOL in case of vacations, schedules, etc</td>
<td>1</td>
</tr>
<tr>
<td>49</td>
<td>7</td>
<td>Add Library to list of notices as it has responsibilities under the MOU</td>
<td>1</td>
</tr>
<tr>
<td>50</td>
<td>Not Currently in MOU</td>
<td>Storage space; add language about dedicated FOL space to the MOU</td>
<td>3</td>
</tr>
<tr>
<td>51</td>
<td>Not Currently in MOU</td>
<td>Create umbrella FOL Group to sign MOU, file paperwork, etc;</td>
<td>1</td>
</tr>
<tr>
<td>52</td>
<td>Not Currently in MOU</td>
<td>Could addendums be added for individual FOL group needs?</td>
<td>1</td>
</tr>
<tr>
<td>53</td>
<td>Not Currently in MOU</td>
<td>Request public speaking time for FOL at each Board meeting</td>
<td>2</td>
</tr>
<tr>
<td>54</td>
<td>Not Currently in MOU</td>
<td>Have staff provide a &quot;wish list&quot; of funding needs to the FOL annually to help with budgeting and planning</td>
<td>2</td>
</tr>
</tbody>
</table>
**The number in the first column refers back to FOL MOU document 1-FOL Compiled Comments**

<table>
<thead>
<tr>
<th>No.</th>
<th>Friends Comments</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Many Friends groups commented that the tone of the draft MOU was too legal and created difficulty understanding the full intent behind a section. They requested that the document be reformatted or edited to provide information in “plain English”.</td>
<td>The draft MOU has been updated where appropriate to provide for easier reading and understanding.</td>
</tr>
<tr>
<td>2</td>
<td>Several Friends groups commented that there was no mention of the Branch Manager in the draft MOU. They requested that the Branch Manager be reintroduced to sections 2B on future funding distributions, 2D regarding routing funds through FCPL, 4B regarding attendance at FOL meetings and 4E regarding point of contact.</td>
<td>The draft MOU has been updated in sections 2B, 2D, 4B and 4E to reference the Branch Manager again.</td>
</tr>
<tr>
<td>4</td>
<td>Several Friends groups commented that the tone of the document is not friendly, and does not convey the value that the Friends bring. They requested an update to the language, not just regarding the “legalese” but also to the general phrasing and orientation of the document.</td>
<td>The draft MOU has been updated where appropriate to make it clear that the relationship between the Friends and the Board is valuable and substantive.</td>
</tr>
<tr>
<td>5</td>
<td>One Friends group requested a simpler, friendlier intro. This plays into other comments regarding the legal tone.</td>
<td>The “preamble” of the document has been updated to reflect a more friendly, less legal tone.</td>
</tr>
<tr>
<td>6</td>
<td>One Friends group noted that their bylaws state that they are in existence to support a specific branch and that the draft MOU intro cites the library system as a whole. They recommend an update to the preamble section to reflect the branch library.</td>
<td>The “preamble” of the document has been updated to reflect Friends partnership with both the individual branch and the full library system.</td>
</tr>
<tr>
<td>8</td>
<td>Some Friends groups noted that they are not organized solely for the benefit of the Fairfax County Public Library. They recommend that the introductory section should be updated to reflect more that statement.</td>
<td>The “preamble” of the document has been updated, which may assist with this comment. Additionally, section 2B has been further updated to provide more illustrative details regarding the</td>
</tr>
<tr>
<td>No.</td>
<td>Friends Comments</td>
<td>Action</td>
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</tr>
<tr>
<td>9</td>
<td>One Friends group noted that a line in the current MOU “preamble” had been left out of the current draft version: “To do volunteer work in the library on specific projects designated by the Director.” They recommend adding it back in.</td>
<td>This line has been added to the “preamble” section.</td>
</tr>
<tr>
<td>10</td>
<td>Some Friends groups commented about section 1, specifically that there should be language to meet/resolve issues before the Library revokes a Friends groups’ right to use the branch library’s name.</td>
<td>Section 1 has been updated with language in support of meeting and resolving issues in advance of revoking name rights.</td>
</tr>
<tr>
<td>13</td>
<td>One Friends group requested that the Virginia Code mentioned in section 2A, as well as the Library Board’s Policy M, be appended to the MOU.</td>
<td>The two documents will be appended.</td>
</tr>
<tr>
<td>14</td>
<td>One Friends group commented regarding section 2A, specifically that there should be language to meet/resolve issue before the Board ceases making donations or ceases providing resources.</td>
<td>Section 2A has been updated with language in support of meeting and resolving issues in advance of ceasing making donations or providing resources.</td>
</tr>
<tr>
<td>15</td>
<td>Several Friends groups commented that the Branch Manager was not included in planning for future distributions in section 2B, and that the Friends cannot control the timing or availability of other County agencies who might be required on projects.</td>
<td>The last line of section 2B has been updated to include the Branch Manager, who is also the conduit for other County agencies.</td>
</tr>
<tr>
<td>16</td>
<td>Many Friends groups requested confirmation about the word “primary” in section 2B; specifically that the MOU would not prohibit their donations to the Fairfax Library Foundation, Fall for the Book, and other literary/educational endeavors.</td>
<td>Language has been added to section 2B to further clarify the term “primary”.</td>
</tr>
<tr>
<td>18</td>
<td>Many Friends groups requested an update to the language in section 2D to clarify what donations must be made through the Library’s Financial Services Division. They requested to also provide additional focus on the relationship between the Branch Manager and the Friends regarding funds.</td>
<td>Section 2D has been updated in part to provide greater clarity around donations that must go through the Library’s Finance division, as well as the inclusion of the Branch Manager.</td>
</tr>
<tr>
<td>23</td>
<td>Several Friends groups commented that they already have articles of dissolution but that they comply with IRS guidelines and may not specifically state that the funds should go to the Library or another Friends group. They requested that the language in section 3Bii be updated to reflect that the money needs to go to another 501©3.</td>
<td>The language in section 3Bii has been updated to be clearer about dissolution areas.</td>
</tr>
<tr>
<td>No.</td>
<td>Friends Comments</td>
<td>Action</td>
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<tr>
<td>24</td>
<td>Some Friends groups requested that the dissolution language be updated so that instead of dissolving if the FOL doesn’t meet in one year, it dissolves if there are no members left, as there may be examples of when an FOL group doesn’t meet regularly.</td>
<td>Section 3Bii has been updated with the recommendation.</td>
</tr>
<tr>
<td>25</td>
<td>One Friends group requested that “the Library” be further defined.</td>
<td>“The Library” has been further defined in section 3C.</td>
</tr>
<tr>
<td>30</td>
<td>Several Friends groups questioned if the person assigned to attend FOL meetings would be the Branch Manager. They recommended updating the language to reflect this practice.</td>
<td>The language in section 4B has been updated to reflect that the Library will typically assign the Branch Manager to attend the FOL meetings.</td>
</tr>
<tr>
<td>31</td>
<td>One Friends group requested that “the Library” be further defined.</td>
<td>“The Library” has been further defined in section 4B.</td>
</tr>
<tr>
<td>33</td>
<td>Some Friends groups commented that their Board Meetings are open to the public, and anyone is welcome to attend.</td>
<td>Section 4B has been updated to reflect that FOL Board Meetings are “open”.</td>
</tr>
<tr>
<td>34</td>
<td>One Friends group requested that Library Board Policy U be appended.</td>
<td>The document will be appended.</td>
</tr>
<tr>
<td>36</td>
<td>Some Friends requested that there be a designated point of contract for the Library. This was included in the current signed MOU.</td>
<td>The Branch Manager has been added as the typical point of contact for the Library.</td>
</tr>
<tr>
<td>38</td>
<td>One Friends group wanted section 4F clarified to state specifically who would receive the self-reporting.</td>
<td>Section 4F has been updated to be clearer about who would receive the self-report.</td>
</tr>
<tr>
<td>39</td>
<td>Several Friends groups requested that language be added stating that the 990 filing would comply with draft MOU section 4F.</td>
<td>Language has been added that the 990 filing plus other appropriate documentation if needed would fulfill the requirement. Additional examples have been provided as some Friends groups don’t file 990s.</td>
</tr>
<tr>
<td>40</td>
<td>Several Friends groups had questions about section 5A, specifically about the timeframe of the MOU. Questions included: why was it limited at all, why were the extensions only 2 years, should it be re-signed by each new FOL president, and should it start from the time of execution?</td>
<td>Section 5A has been updated to note that the agreement will be in affect four years from the date of execution, and that extensions are for four year periods.</td>
</tr>
<tr>
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</tr>
<tr>
<td>43</td>
<td>Many of the Friends groups requested that the licensing agreement be either handled separately, or that they be provided a draft to review.</td>
<td>A sample licensing agreement will be appended.</td>
</tr>
<tr>
<td>44</td>
<td>Many Friends groups requested that section 6C on indemnification be either updated to plain English, removed, or that reciprocity be provided.</td>
<td>This section has been removed.</td>
</tr>
<tr>
<td>46</td>
<td>Many Friends groups had comments regarding section 6E on public communication. Specifics included: do the FOL have the right to use the County logo and that the language on favorable communication should be removed as it restricts advocacy.</td>
<td>The language in section 6E has been updated to remove language regarding favorable communication.</td>
</tr>
<tr>
<td>54</td>
<td>Some Friends groups asked if staff could provide a “wish list” of funding needs to the FOL annually to help with budgeting and planning purposes.</td>
<td>Language about this has been added to section 2B.</td>
</tr>
</tbody>
</table>
**Library Board of Trustees-Friends of the Library MOU**

**Areas Not Recommended for Update**

**November 2017**

**The number in the first column refers back to FOL MOU document 1-FOL Compiled Comments**

<table>
<thead>
<tr>
<th>No.</th>
<th>Friends Comments</th>
<th>Rationale</th>
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<tbody>
<tr>
<td>3</td>
<td>Several Friends groups commented that the current MOU has served well and there is no need to create a new one; or that the current MOU could be used as a basis for an updated version instead of starting from scratch.</td>
<td>Staff recommend continuing forward with the updated draft MOU; a preponderance of items from the current MOU are included in the new draft but are expanded upon to provide further information and clarity to Friends groups. Additionally, the draft MOU includes needed additional sections that were not incorporated into the current MOU.</td>
</tr>
<tr>
<td>7</td>
<td>One Friends group commented that the preamble (“whereas”) parts 2 and 3 should be flipped.</td>
<td>Staff have updated the preamble section entirely to be less legal and friendlier, negating the need to switch sections 2 and 3.</td>
</tr>
<tr>
<td>11</td>
<td>Some Friends groups commented that the last line of section 1 should be removed, as it is duplicative of section 5.</td>
<td>Staff have updated section 1 with language in support of meeting and resolving issues in advance of revoking naming rights. However, the Library, in consultation with the Board, does reserve the right to revoke use of its name in extreme instances, after appropriate meeting and discussion.</td>
</tr>
<tr>
<td>12</td>
<td>Some Friends groups requested the removal of language in section 2A, related to the Board’s ability to “cease making donations or providing resources”, or removing 2A in its entirety.</td>
<td>Staff recommend keeping 2A in its entirety. In specific, the Board has the right, whether in writing in an MOU or not, to stop making donations to groups or to cease providing resources to groups.</td>
</tr>
<tr>
<td>No.</td>
<td>Friends Comments</td>
<td>Rationale</td>
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<tr>
<td>17</td>
<td>One group commented that there is still an effort for the county to “take” Friends funds and not provide Friends discretion around the usage or outcome of funds.</td>
<td>The current draft MOU does not in any way require the Friends to provide funds to the County without their consent or input on how the funds would be used. It encourages the Friends groups to distribute funds promptly and to make plans for future distributions.</td>
</tr>
<tr>
<td>19</td>
<td>Some Friends groups commented that the Friends are separate entities are within their own rights to do their own procurement and give items to the Library; another noted that purchases under $5,000 don’t come under open bidding requirements.</td>
<td>Although the Friends are within their rights as a separate entity to purchase their own items, the Library must follow County procurement procedures and policies and would not be able to accept gifts that should have gone through the County’s procurement process.</td>
</tr>
<tr>
<td>20</td>
<td>Many Friends groups questioned section 3A regarding incorporating as a non-stock with the Virginia SCC; specific questions were about if there were state or federal requirements for non-profits to register and if there was a need for “additional regulation”.</td>
<td>There is not a state or federal requirement for non-profit groups to be incorporated, however the County and the Board do not enter into agreements with associations. Voluntary unincorporated associations do not have the power to enter into contracts, unless there is a specific statute providing them with the power to do so. Additionally, in the current signed MOUs between the Board and the Friends, there is a requirement that all Friends “conduct their fiscal affairs through non-profit non-stock….corporations”. This is not a new requirement.</td>
</tr>
<tr>
<td>21</td>
<td>One Friends group requested that if the requirement to register with the SCC remains in the MOU, that the County or the Board pay for “Registered Agent” services to assist with paperwork and documentation.</td>
<td>The Board and the County are not able to pay for outside entities incorporation fees and/or services.</td>
</tr>
<tr>
<td>22</td>
<td>One Friends group commented that the Friends should not have to provide the Board with an SCC Certificate of Fact.</td>
<td>In order to affirm that a Friends groups is able to enter into an agreement with the Board, the Board should be assured that the organization is incorporated through the Certificate of Fact.</td>
</tr>
<tr>
<td>No.</td>
<td>Friends Comments</td>
<td>Rationale</td>
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</tr>
<tr>
<td>26</td>
<td>Several Friends groups asked why the Library needed to review Friends tax exempt documentation. They noted that the basic information is provided under draft MOU section 4F.</td>
<td>Staff recommend keeping language in section 3C that state the Friends shall make such records available to the Library on an annual basis. Per IRS guidelines, exempt organizations are required to provide all exemption application materials including the Form 1023, Form 1024 and all official correspondence. Organizations are all required to provide upon request the last three years of 990 filings.</td>
</tr>
<tr>
<td>27</td>
<td>Some Friends groups felt that section 3C was redundant with section 4F as it related to financial documentation.</td>
<td>Staff recommend keeping the language in section 3C; although they are both related to financial documentation, section 3C is about tax exempt documentation and section 4F is about current financial information.</td>
</tr>
<tr>
<td>28</td>
<td>One Friends group requested the deletion of section 3D; they did not believe it was appropriate to include in the draft MOU.</td>
<td>Staff recommend keeping 3D; it is appropriate for language related to the Friends tax exempt status to be included in the document. Additionally, in the current signed MOU the Friends are required to be tax exempt corporations. This is not a new requirement.</td>
</tr>
<tr>
<td>29</td>
<td>Some Friends groups had concerns related to section 3E on insurance; specifically that the section was not needed in the MOU, that the matter should be referred over to the County Attorney’s Office, and that the requirement may be a burden on smaller Friends groups.</td>
<td>Staff recommend keeping the current language in the document regarding insurance. The issue of insurance has been reviewed and discussed with appropriate County agencies; it is the County’s policy to only cover county employees and county volunteers.</td>
</tr>
<tr>
<td>32</td>
<td>Some Friends groups requested that the language in section 4B specifically call out that the Friends be involved in long range planning.</td>
<td>Staff recommends keeping the language as is; future long range planning processes are unknown at this point.</td>
</tr>
<tr>
<td>35</td>
<td>One Friends group wanted further information on section 4C regarding how the Library would provide an accounting around the annual use of Friends monetary donations.</td>
<td>Staff recommend keeping the language in its current form; the language provides that the Friends will receive an annual report of how funds were spent but provides staff some flexibility regarding the format of the report.</td>
</tr>
<tr>
<td>37</td>
<td>Many Friends groups had comments regarding section 4F, regarding self-reporting of financial information. Specific requests included the</td>
<td>Staff recommend keeping the current language on self-reporting to include “revenue, donations, expenses,</td>
</tr>
<tr>
<td>No.</td>
<td>Friends Comments</td>
<td>Rationale</td>
</tr>
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<tr>
<td></td>
<td>removal of “cash/bank balances”, that the self-reporting was too detailed, and that while it is good practice to be transparent, the Friends should be generally transparent to the public not just the Library.</td>
<td>cash/bank account balances, and reserves”. All of the items listed except the cash/bank account balances should be recorded in the Friends annual 990 filings, or if the group does not file 990 forms, should be readily accessible. Self-reporting of these figures ensures that the Friends will be able to report out in the manner that is easiest for them, whether it be the 990 document plus other appropriate information, the group’s annual report, or their four regular quarterly financial reports.</td>
</tr>
<tr>
<td>41</td>
<td>One Friends group questioned why there was a unilateral termination.</td>
<td>Staff recommend keeping this language as is. This provides either party with the option to remove themselves from the agreement should circumstances change.</td>
</tr>
<tr>
<td>42</td>
<td>Several Friends commented regarding section 6A on following laws, specifically about Virginia’s charitable solicitor requirements. They requested to update or remove the language entirely.</td>
<td>Staff recommend keeping the language mostly intact, with a small update to more clearly emphasize that this is mostly in regard to charitable solicitors. All charitable organizations in Virginia intending to solicit funds must register as a charitable solicitor (with some exceptions for churches and political parties). Title 57, Chapter 5 of the Code of Virginia requires any organization that solicits donations in Virginia to register with the Virginia Department of Agriculture and Consumer Services (VDACS) unless otherwise excluded or exempted from registration requirements under § 57-48 or § 57-60. Fairfax County requires charitable and civic organizations that solicit donations in Fairfax County to obtain a license from the Regulation and Licensing Branch prior to soliciting in the county. The County exempts organizations that have registered with VDACS from county licensure. Charitable and civic organizations that have registered with VDACS should provide a copy of the letter issued to the organization</td>
</tr>
<tr>
<td>No.</td>
<td>Friends Comments</td>
<td>Rationale</td>
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<tr>
<td>45</td>
<td>One Friends groups asked if there should be a mechanism to amend the MOU during its term.</td>
<td>Staff recommend keeping language in section 6D regarding abrogation as is. In the draft MOU section 5A, after the original term the extensions should be signed with “such terms and conditions that may be mutually agreeable”. This would provide an opportunity for revisiting the document and its terms.</td>
</tr>
<tr>
<td>47</td>
<td>Several Friends wanted the language regarding immunity to be clearer, or removed entirely.</td>
<td>Staff recommend keeping this language.</td>
</tr>
<tr>
<td>48</td>
<td>One Friends group requested that there be more than one person or position identified for the Friends for notices.</td>
<td>Staff recommend leaving it as one person/position per notice to keep the chain of communication clear.</td>
</tr>
<tr>
<td>49</td>
<td>One Friends groups requested to add the Library to the list of notices provided in section 7, as it has responsibilities under the draft MOU.</td>
<td>Staff recommend keeping the notices with the two signatory parties.</td>
</tr>
<tr>
<td>50</td>
<td>Several Friends groups requested that information/terms about storage and book sale space usage be added to the MOU.</td>
<td>Staff do not recommend adding language regarding space to the MOU. During the initial building or renovation of a facility, FOL space allocations are driven by the Library Design Manual which is maintained by the Capital Facilities Division of Fairfax County. After opening, the Library endeavors to maintain appropriate space for the Friend while focusing on public service spaces needs as the priority.</td>
</tr>
<tr>
<td>51</td>
<td>One Friends Group requested that an umbrella FOL group be formed to assist with filing paperwork, getting insurance, etc.</td>
<td>Staff supports the idea of an umbrella group to assist the Friends with their regular paperwork and/or administrative requirements. However, that is not a requirement of the MOU in general nor of any of its specific terms.</td>
</tr>
<tr>
<td>No.</td>
<td>Friends Comments</td>
<td>Rationale</td>
</tr>
<tr>
<td>-----</td>
<td>---------------------------------------------------------------------------------</td>
<td>------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>52</td>
<td>One Friends group asked if addenda could be added to the MOU, for specific Friends groups with individual needs or requirements.</td>
<td>Staff do not recommend allowing individual FOL group addenda to be added to the MOU. One of the goals of the draft MOU and of the current signed MOU is to provide an equal understanding of how the Board and Library interact with the Friends. The current signed MOU has one version that all FOL groups signed.</td>
</tr>
<tr>
<td>53</td>
<td>Some Friends groups requested dedicated public speaking time at each Library Board meeting.</td>
<td>Per Library Board Policy U, each individual speaker has the opportunity to speak at a Board meeting once every six months. This does not preclude the Friends groups from sending a different member each month to speak or from sending different Friends groups to speak at different meetings.</td>
</tr>
</tbody>
</table>
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.
November 3, 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: ____________________
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 ________________________________________________
ACTION ITEM
January 10, 2018

ISSUE: Addition of a glossary to the Library Board of Trustees Policy Manual

RECOMMENDATION: Library Administration recommends adding a glossary to the policy manual.

BACKGROUND: The ad hoc Policy Committee of the Library Board of Trustees met on November 6, 2017, to discuss a number of policy updates. As the committee has reviewed numerous policies, they noticed that there was some library-specific jargon that might be hard for the average library user or community member to understand. They requested the addition of a glossary, to provide standard definitions for library-related language. Attached is the draft glossary for the Board’s consideration.

Friendly amendments were received regarding grammar and formatting in the following areas: Action Item, Board of Trustees, Consideration Item, Regional Library, and Registered Borrower. The areas were updated to reflect accurate grammar and formatting.
**ACCEPTABLE INTERNET USE POLICY:** Local public library policy that governs users of the library’s Internet access.

**ACCESS:** The availability of library and information services to any personal user. Access is complicated by such things as architectural barriers, illiteracy, and inadequate physical plants.

**ACQUISITIONS:** The process of selecting and procuring books, periodicals, and other materials by purchase, exchange, and gift; of processing invoices for payment; and of keeping the necessary records of these acquired items.

**ACTION ITEMS:** The Library Board of Trustees considers policy decisions and other voting actions outside of the approval of minutes in two phases. An item is first placed on an agenda as a “consideration item” and it is read into record but not discussed. An item then reoccurs on the agenda at the next meeting as an “action item” and it is discussed, amended if appropriate, and then voted on.

**AD HOC:** The Library Board of Trustees Chair creates “ad hoc” committees for the purpose of a short term goal or objective.

**ADA:** Americans with Disabilities Act, a comprehensive and complex act of Congress passed in 1990. The act is intended to eliminate discrimination against the disabled. Title III deals with access to public accommodations including libraries. ADA also deals with employment practices.

**ALA:** American Library Association, the national professional organization.

**A-V:** Audiovisual. Communication resources that rely on a device for transmission, reproduction, or enlargement to be fully utilized (e.g., films, records, cassettes, compact discs). Print and print substitutes are excluded.

**BOARD OF SUPERVISORS:** Fairfax County has an elected Board of Supervisors consisting of nine members elected by district, plus a chairman elected at-large.

**BOARD OF TRUSTEES:** The governing board of the public library.

**BRANCH LIBRARY:** An auxiliary unit of the Administrative Entity that has at least all of the following: 1) separate quarters; 2) an organized collection; 3) paid staff; 4) regularly scheduled hours for being open to the public; and 5) open to the public at least 20 hours per week and telephone with a listed number. Outlets that do not meet these requirements are considered a Station Library.

**CALL NUMBER:** Letters and numbers indicating the location of a book or other material, usually composed of the classification number and the author’s last initial.

**CAPITAL FACILITIES:** Fairfax County Capital Facilities Department exists within the greater Department of Public Works and Environmental Design. Capital Facilities supports the design and construction of
libraries, courts, police and fire stations, other governmental facilities, and infrastructure improvements projects for roads and sanitary sewer extensions.

**CATALOG**: A guide to the materials found in the library, usually accessed by a personal computer.

**CATALOGING**: The process of preparing a catalog or entries for a catalog. This includes the classification and assignment of subject headings for books and materials and determining all points of access to the record.

**CENSORSHIP**: The act of attempting to prohibit or restrict access to materials or information.

**CIRCULATION**: The activity of a library in lending books and other materials to borrowers and keeping a record of such loans.

**COLLECTION**: A group of library materials having a common characteristic, such as Juvenile Collection, Reference Collection, Pamphlet Collection, etc. The term may also refer to the aggregate of the library’s entire holdings.

**COLLECTION DEVELOPMENT**: The process for selecting library materials to meet a library’s needs, goals, objectives, and priorities, as well as developing criteria for removing items no longer needed for the collection.

**COMMUNITY LIBRARY (FAIRFAX COUNTY)**: A public library branch of the Fairfax County Public Library system, smaller in physical size than a regional branch and holding a lesser quantity of materials, and open fewer hours to the public than a regional location.

**CONFIDENTIAL RECORD**: Records prohibited from public disclosure because access to information may cause harm or embarrassment to the state, its citizens, or other individuals or organizations. Includes information exempt from disclosure under the provisions of the Freedom of Information Act (FOIA), proprietary information, protected business data, and other information as outlined in agency or locality policies, directives, or regulations.

**CONSIDERATION ITEMS**: The Library Board of Trustees considers policy decisions and other voting actions outside of the approval of minutes in two phases. An item is first placed on an agenda as a “consideration item” and is read into record but not discussed. An item then reoccurs on the agenda at the next meeting as an “action item” and is discussed, amended if appropriate, and then voted on.

**CONSORTIUM**: A formal or informal association of libraries or other organizations having the same or interrelated objectives.

**DATABASE**: A large compilation of information that can be immediately accessed and operated on by a computer data-processing system. Any organized collection of data, gathered and stored in a computer.

**DISCARD**: The act of removing a book or other cataloged item from the Library’s catalog.

**DISPLAYS**: A collection of books, objects, posters, etc. exhibited in a prominent location, such as in a library display case or on merchandising furnishings.
**DONATIONS:** Typically, books or other items that are provided to the Library free of cost.

**FAIR USE:** Provision of the copyright law stipulating the allowable and legal use of short passages of copyrighted material without permission, for instance, as quotations in a magazine or book.

**FEES/FINES:** The Fairfax County Public Library assesses late fees to the record of any borrower who fails to return or renew library materials on or before their due date.

**FOIA:** Freedom of Information Act for Virginia—State law requiring public records be open for inspection by interested parties (see §2.2-3700 of the Code of Virginia). Exempt records are those that have been exempted from public disclosure under the provisions of the Freedom of Information Act.

**FRIENDS OF THE LIBRARY:** Library branches of the Fairfax County Public Library are aided by their Friends group. These individual groups provide money to the Library, as well as support, assist and promote library activities.

**GIFTS:** Items, physical or monetary, donated to the library.

**GOVERNING BODY:** The board or council that governs a local government unit.

**GOVERNMENT DOCUMENT:** Any publication originating in, or issued with the imprint of, or at the expense and by the authority of, any office of a legally organized governmental organization.

**GUEST CARD:** Non-library-card holders can purchase guest cards to use the internet.

**HANDOUTS:** Pamphlets, flyers, calendars, newsletters, tabloids, and similar free materials offered to the public for community awareness and convenience.

**HOLDS:** Items requested to be sent to a specific library branch for a customer.

**ILL:** Interlibrary loan—a cooperative arrangement among libraries by which one library may borrow materials from another library. Also refers to a loan of library materials by one library to another.

**LEGISLATIVE INFORMATION SERVICES (LIS):** A state platform that allows visitors to search for bills and resolutions by subject, time period and bill number.

**LIBRARY CARD:** People who qualify can obtain a library card that grants access to materials and online content.

**LIBRARY FOUNDATION:** The Foundation is a 501(c)(3) nonprofit corporation that exists to raise supplementary funds for the Fairfax County Public Library and is committed to its mission statement of seeking financial gifts from individuals, organizations, foundations, businesses and corporations who have a vested interest in the quality of life of Fairfax County while encouraging continued and increased public tax-based support for the library.

**LVA:** Library of Virginia.
**MATERIALS:** Items for circulation or permanent/reference collections.

**MEETING ROOMS:** Rooms available in library branches for use by the public, non-profit groups, support groups, and staff. Use must be open to the public and typically at no cost to participants.

**MICROFICHE:** Refers to sheet film.

**MICROFILM:** Refers to roll film.

**MISSION:** Overall or basic purpose, the primary reason for existence. A mission statement is generally expressed in abstract terms and communicates the library's purpose to internal and external constituencies. The statement should explain what the library does, differentiate it from other organizations, and provide guidance for related subsequent planning activities such as the development of goals, objectives, and strategies.

**MLS:** Master's Degree in Library Science. The graduate professional degree in library science. Also called MSLS, MSLIS, MALS.

**NONRESIDENT:** A person who resides outside the taxing area of a public library.

**OBJECTIVE:** A specific expected outcome as a result of certain actions. Usually stated in terms of what is to be done for or by whom, in what length of time, and to what standard of performance.

**OUTREACH:** Programs and activities that extend beyond the library building. Examples include service to nursing homes, jails, and other correctional facilities; bookmobile service and books-by-mail service to geographically remote areas; and service to the homebound.

**PERIODICAL:** Magazine, newspaper, or other material normally issued at regular intervals. Each issue is numbered consecutively and/or dated.

**POLICY:** A course of action adopted and supported by the Library Board of Trustees. The Library Board maintains a Policy Manual.

**PRIVACY-PROTECTED RECORDS:** Records containing personal information that are protected from improper disclosure by the Privacy Protection Act.

**PROCESSING:** The carrying out of the various routines before material is ready for circulation, including cataloging and physical preparation.

**PUBLIC LIBRARY:** A library supported mainly by local taxes and open to all users.

**PUBLIC RECORDS ACT, VIRGINIA:** State law governing the procedures used to manage, preserve, and destroy public records of the Commonwealth, its agencies, and localities (see §42.1-76 of the Code of Virginia).

**RECIPROCAL BORROWING:** An arrangement by which a person registered at one library may borrow books and other library materials in person from another library.
REFERENCE SERVICE: A library’s activity in seeking to locate and supply specific information requested by library users and in assisting patrons to use the resources of the library.

REGIONAL LIBRARY (FAIRFAX COUNTY): A public library branch of the Fairfax County Public Library system, larger in physical size than a community branch, holding a larger quantity of materials, and open more hours to the public than a community location.

REGIONAL LIBRARY (LVA): A public library serving more than one political subdivision.

REGISTERED BORROWER: Individual who has an active library card.

REGULATIONS: A law, rule, or other order prescribed by authority, especially to regulate conduct.

SELECTION: The process of choosing the books and other materials to be bought by a library.

STATE AID: An item of state expenditure for operating, strengthening and improving public libraries.

STATE LIBRARY AGENCY: The Library of Virginia is the library agency, the archival agency, and the reference library of the commonwealth. This agency is also charged by law to give direction and assistance to all public and institutional libraries.

STATUTES: A formal written enactment of a legislative authority that governs a nation, state, city or country. Typically, statutes command or prohibit something, or declare policy.

STATUTORY AUTHORITY: A body set up by law that is authorized to enact legislation on behalf of the relevant country or state.

TALKING BOOKS: The Access Services Library provides specially recorded books, magazines, and players to residents of Fairfax County, the City of Fairfax, and the City of Falls Church through the free Talking Book Program of the Library of Congress National Library Service for the Blind and Physically Handicapped.

TECHNICAL SERVICES/OPERATIONS: Those services connected with purchasing, cataloging, binding, and preparing for library use materials added to a collection, and maintaining the collection with necessary repairs and renovation of all library materials.

TELECOMMUNICATIONS: Transmission and reception of data by electromagnetic means.


VOLUME: A book forming part of a work or series.

WEEDING: The process of examining books, pamphlets, and various other materials and removing from the current collection those items that are out-of-date, obsolete, shabby, or unneeded duplicates.
FAIRFAX COUNTY PUBLIC LIBRARY BOARD OF TRUSTEES

ACTION ITEM
January 10, 2018

ISSUE: Update to Policy D Regarding Cooperation with Other Jurisdictions and Libraries

RECOMMENDATION: Library Administration recommends updating Policy D to standardize terminology and update some language.

BACKGROUND: The ad hoc Policy Committee of the Library Board of Trustees met on November 6, 2017, to discuss a number of policy updates. One policy brought forward by the committee for update is Policy D, regarding cooperation with other jurisdictions. The policy requires updates to correct terminology. The current version of the policy and the recommended updated version of the policy are included in the attachment.

A friendly amendment was received regarding consistency of terminology; it is recommended that in section 1, the term “Library Board” be kept at the full name of “Library Board of Trustees”.

Attachment C
Policy Regarding Cooperation with Other Jurisdictions and Libraries

1. The Board of Trustees and the Library Director shall be alert to opportunities for cooperating with other libraries where such cooperation will bring about a desirable expansion in library service or improvement in the quality of service or both.

2. The Library Board may consider and recommend to the governing body contractual arrangements with other libraries, public bodies, or political jurisdictions, keeping in mind that such arrangements must not interfere with the quality and efficiency of the Fairfax County Public library service. The Virginia laws relating to contractual library service shall be observed wherever they apply.

3. Reciprocal borrowing arrangements with other libraries are encouraged.

10 Reciprocal Borrowing, Addendum 10
Policy Regarding Cooperation with Other Jurisdictions and Libraries

1. The Library Board of Trustees and the Library Director shall be alert to opportunities for cooperating with other libraries where such cooperation will bring about a desirable expansion in library service or improvement in the quality of service or both.

2. The Library Board may consider and recommend to the governing body, Board of Supervisors, contractual arrangements with other libraries, public bodies, or political jurisdictions, keeping in mind that such arrangements must not interfere with the quality and efficiency of the Fairfax County Public library service. The Virginia laws relating to contractual library service shall be observed wherever they apply.

3. Reciprocal borrowing arrangements with other libraries are encouraged.

Add date

10 Reciprocal Borrowing, Addendum 10
FAIRFAX COUNTY PUBLIC LIBRARY BOARD OF TRUSTEES

ACTION ITEM
January 10, 2018

ISSUE: Update to Policy E Regarding Physical Facilities

RECOMMENDATION: Library Administration recommends updating Policy E to include reference to the Capital Improvement Plan.

BACKGROUND: The ad hoc Policy Committee of the Library Board of Trustees met on November 6, 2017, to discuss a number of policy updates. One policy brought forward by the committee for update is Policy E, regarding physical facilities. The policy requires updates to include the County’s Capital Improvement Plan. The current version of the policy and the recommended updated version of the policy are included in the attachment.
Policy Regarding Physical Facilities

1. To achieve the goal of good Countywide Library service, the Library Board will work toward providing Library buildings and facilities that will adequately meet the physical requirements of such service.

2. Buildings shall be located as determined by the Library Board after due consideration of all factors; i.e., population density, growth trends, and transportation.

3. The administration of the building program and maintenance of buildings and equipment shall be the responsibility of the Library Director in cooperation with appropriate County and City agencies.

4. No library may be established until suitable and adequate quarters can be provided.

5. Any building to be used for a library shall be approved by the County's building inspector and fire inspector and shall meet at least the minimum County requirements for public buildings.
Policy Regarding Physical Facilities

1. To achieve the goal of good Countywide Library service, the Library Board will work toward providing Library buildings and facilities that will adequately meet the physical requirements of such service.

2. Buildings shall be located as determined by the County’s Comprehensive Capital Improvement Plan (CIP) and the Library Board after due consideration of all factors; i.e., population density, growth trends, and transportation.

3. The administration of the building program and maintenance of buildings and equipment shall be the responsibility of the Library Director in cooperation with appropriate County and City agencies.

4. No library may be established until suitable and adequate quarters can be provided.

5. Any building to be used for a library shall be approved by the County’s building inspector and fire inspector and shall meet at least the minimum County requirements for public buildings.

Add date
ACTION ITEM
January 10, 2017

ISSUE: Update to Policy I Regarding Safeguarding of Library Materials

RECOMMENDATION: Library Administration recommends updating Policy I to update the approved locations for the fine schedule.

BACKGROUND: The ad hoc Policy Committee of the Library Board of Trustees met on November 6, 2017, to discuss a number of policy updates. One policy brought forward by the committee for update is Policy I, regarding safeguarding of materials. The policy requires the addition of the library’s website as a location where the schedule of fines shall be located. The current version of the policy and the recommended updated version of the policy are included in the attachment.
Policy Regarding Safeguarding of Library Materials

1. Fines
   Fines for overdue materials on loan may be assessed in an amount determined by the Director. The schedule of fines will be prominently displayed in each Library.

2. Recovery of Materials
   The Director may, after consultation with the Chairman of the Library Board of Trustees and the County Attorney, take appropriate legal action to recover overdue materials from patrons.

4/92
Policy Regarding Safeguarding of Library Materials

1. Fines
   Fines for overdue materials on loan may be assessed in an amount determined by the Director. The schedule of fines shall be prominently displayed in each Library and on the library’s website.

2. Recovery of Materials
   The Director may, after consultation with the Chairman of the Library Board of Trustees and the County Attorney, take appropriate legal action to recover overdue materials from patrons.

4/92 update date
ACTION ITEM
January 10, 2018

ISSUE: Update to Policy K Regarding Displays and Handouts

RECOMMENDATION: Library Administration recommends updating Policy K to update formatting and language.

BACKGROUND: The ad hoc Policy Committee of the Library Board of Trustees met on November 6, 2017, to discuss a number of policy updates. One policy brought forward by the committee for update is Policy K, regarding displays. The policy requires formatting edits, as well as changing the word “will” to “shall”. The current version of the policy and the recommended updated version of the policy are included in the attachment.
Policy Regarding Displays and Handouts

1. Note: Approval of a display or distribution of handout materials does NOT indicate that the Library endorses any cause or activity.

2. Definitions:

3. **Display** — A collection of books, objects, posters, etc. exhibited in a prominent location, such as in a library display case or on merchandising furnishings.

4. **Handouts** — Pamphlets, flyers, calendars, newsletters, tabloids, and similar free materials offered to the public for community awareness and convenience.

5. Displays — Public Requests made by the public for Library display space shall be granted only for educational, artistic, and cultural materials which are designed primarily to promote interest in the use of books, other library materials, and information services. Displays will not include prices of objects; only the name, address, and telephone number of the displays may be made available to the public.

Requests shall be considered in the order in which they are received. The Library reserves the right to limit the size, number of items, the schedule of any display, and the frequency with which the artist or organization may have a display.

A request for a display focusing on a public issue must indicate that all aspects of the issue will be presented in an equal manner. The Library Director will determine whether or not the proposed display is balanced.

A "credit line," i.e., a sign stating the sponsorship of the display, will be included in ALL displays.

6. Displays — Staff Subject to the approval of the Library Director, staff may create displays of library materials to encourage the use of the informational resources of the Library and promote a positive view of the Library in the community. Such displays should reflect all viewpoints on a given subject where appropriate.

7. Handouts Materials are posted and/or distributed in library foyers or at other locations as determined by branch managers.

The Library posts and/or distributes free materials at its discretion. The service does not indicate Library endorsement of a cause, opinion or activity.

Prior to distribution, Library staff will review materials. Selection criteria contained in the system's Collection Development Policy constitute the review criteria.
Library staff will consider patron interest, space limitations and utilize the following priorities in descending order when determining which materials to make available:

a. Fairfax County Public Library announcements/publications
b. Fairfax County/Fairfax City Government announcements/publications
c. Commonwealth of Virginia/United States Government announcements/publications
d. Fairfax County Public Library Foundation, Inc.; Fairfax County Public Library Employees Association; and Friends of the Library announcements/publications
e. Neighborhood civic, recreational, cultural, religious and educational announcements/publications
f. Political information that is current, i.e., materials must pertain to an election being held within the next 45 days. Once the election is held, the materials will be removed.
g. Commercial publications containing information of general interest to Library patrons

Branch Managers will respond to concerns about the propriety of handouts in branch libraries. Patrons may appeal a Branch Manager's decision by writing the Library Director.

Library Administration will respond in writing to patrons regarding their concerns about the propriety of materials authorized for systemwide distribution. Patrons may appeal such a decision to the Library Board.

Such appeals will follow the System's reconsideration of Library materials policy.
Policy Regarding Displays and Handouts

1. Note: Approval of a display or distribution of handout materials does NOT indicate that the Library endorses any cause or activity.

2. Definitions:

3.2 Display — A collection of books, objects, posters, etc. exhibited in a prominent location, such as in a library display case or on merchandising furnishings.

4.3 Handouts — Pamphlets, flyers, calendars, newsletters, tabloids, and similar free materials offered to the public for community awareness and convenience.

5.4 Displays — Public

Requests made by the public for Library display space shall be granted only for educational, artistic, and cultural materials that are designed primarily to promote interest in the use of books, other library materials, and information services. Displays shall not include prices of objects; only the name, address, and telephone number of the displays may be made available to the public.

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A request for a display focusing on a public issue must indicate that all aspects of the issue will be presented in an equal manner. The Library Director shall determine whether or not the proposed display is balanced.

A "credit line," i.e., a sign stating the sponsorship of the display, shall be included in all displays.

6.5 Displays — Staff

Subject to the approval of the Library Director, staff may create displays of library materials to encourage the use of the informational resources of the Library and promote a positive view of the Library in the community. Such displays should reflect all viewpoints on a given subject where appropriate.

7.6 Handouts

Materials shall be posted and/or distributed in library foyers or at other locations as determined by branch managers.

The Library posts and/or distributes free materials at its discretion. The service does not indicate Library endorsement of a cause, opinion or activity.

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e. Neighborhood civic, recreational, cultural, religious and educational announcements/publications

f. Political information that is current, i.e., materials must pertain to an election being held within the next 45 days. Once the election is held, the materials will be removed.

g. Commercial publications containing information of general interest to Library patrons

Branch Managers shall respond to concerns about the propriety of handouts in branch libraries. Patrons may appeal a Branch Manager’s decision by writing the Library Director.

Library Administration shall respond in writing to patrons regarding their concerns about the propriety of materials authorized for systemwide distribution. Patrons may appeal such a decision to the Library Board.

Such appeals shall follow the System’s reconsideration of Library materials policy.

Approval of a display or distribution of handout materials does NOT indicate that the Library endorses any cause or activity.

Add date
Fairfax County Public Library Board of Trustees

ACTION ITEM
January 10, 2018

ISSUE: Update to Policy L Regarding Soliciting and Selling

RECOMMENDATION: Library Administration recommends updating Policy L to update the name of the Fairfax Library Foundation.

BACKGROUND: The ad hoc Policy Committee of the Library Board of Trustees met on November 6, 2017, to discuss a number of policy updates. One policy brought forward by the committee for update is Policy L, regarding soliciting. The policy requires updating the name of the Fairfax Library Foundation. The current version of the policy and the recommended updated version of the policy are included in the attachment.
Policy Regarding Soliciting And Selling

Soliciting or selling in all Library buildings and on adjacent grounds, owned or leased, or in Library meeting rooms will not be permitted except when (a) sponsored by the Fairfax County Public Library, Fairfax County Public Library Foundation, Inc., Fairfax County Public Library Employees Association, or Friends of the Library organizations; or (b) approved by the Library Board.
Policy Regarding Soliciting And Selling

Soliciting or selling in all Library buildings and on adjacent grounds, owned or leased, or in Library meeting rooms shall not be permitted except when (a) sponsored by the Fairfax County Public Library, Fairfax County Public Library Foundation, Inc., Fairfax County Public Library Employees Association, or Friends of the Library organizations; or (b) approved by the Library Board.

Add date
ACTION ITEM
January 10, 2018

ISSUE: Update to Policy N Regarding Volunteers

RECOMMENDATION: Library Administration recommends updating Policy N for small language changes.

BACKGROUND: The ad hoc Policy Committee of the Library Board of Trustees met on November 6, 2017, to discuss a number of policy updates. One policy brought forward by the committee for update is Policy N, regarding volunteers. The policy requires updating to change “will” to “shall”. The current version of the policy and the recommended updated version of the policy are included in the attachment.
Policy Regarding Volunteers

1. The Library Board supports the utilization of qualified volunteers for the benefit of the Library System within a structured program to supplement the work of paid staff.

2. A paid Volunteer Coordinator will be responsible for the recruitment and training of volunteers for the Library System.

3. Written guidance for system-wide understanding and implementation of the volunteer program will be maintained and distributed as appropriate.

1980
Policy Regarding Volunteers

1. The Library Board supports the utilization of qualified volunteers for the benefit of the Library System within a structured program to supplement the work of paid staff.

2. A paid Volunteer Coordinator will/shall be responsible for the recruitment and training of volunteers for the Library System.

3. Written guidance for system-wide understanding and implementation of the volunteer program will/shall be maintained and distributed as appropriate.

1980 Update date
ACTION ITEM
January 10, 2018

ISSUE: Update to Policy Z Regarding the Library Code of Conduct

RECOMMENDATION: Library Administration recommends updating Policy Z for formatting updates.

BACKGROUND: The ad hoc Policy Committee of the Library Board of Trustees met on November 6, 2017, to discuss a number of policy updates. One policy brought forward by the committee for update is Policy Z, regarding the code of conduct. The policy requires formatting updates. The current version of the policy and the recommended updated version of the policy are included in the attachment.
**Policy Regarding the Library Code of Conduct**

1. Fairfax County Public Library Code of Conduct is for use in library buildings to help guide and define acceptable behaviors in library spaces.

2. The Code of Conduct will be posted in a public area.

3. Fairfax County Public Library Code of Conduct

Fairfax County Public Library welcomes customers; we expect all visitors to be respectful of our neighbors, staff and facilities and engage in activities associated with the use of the Library. In particular we prohibit:

- Damaging library materials/property or removing them without permission; rearranging the furniture
- Obstructing or monopolizing any library space
- Use of library computers/Internet access in violation of Virginia Code*
- Inappropriate use of the restrooms
- Eating (except in designated areas)
- Alcoholic beverages and illegal drugs
- Smoking and use of tobacco products
- Disruptive behavior
- Harassing, threatening or intimidating language or behavior
- Animals (except service animals)
- Soliciting or distributing literature without prior approval

A person who fails to observe these rules may be asked to leave and could have future access to Fairfax County Public Library limited or suspended. The Library works in partnership with the Fairfax County and City of Fairfax Police Departments to keep its customers, staff and facilities safe. Thank you for your cooperation.

* Virginia Code1 §18.2-374.1:1 (child pornography), Virginia Code §18.2-372 through §18.2-374 (obscene materials) or §18.2-377 (obscene materials)

June 2014
Policy Regarding the Library Code of Conduct

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- Smoking and use of tobacco products
- Disruptive behavior
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June 2014 - update date
INFORMATION ITEMS
# Fairfax County Public Library
## Incident Report
### December 2017

<table>
<thead>
<tr>
<th>Branch</th>
<th>Type of Incident</th>
<th>Number of Incidents</th>
<th>Brief Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>CH</td>
<td>Erratic Behavior</td>
<td>1</td>
<td>Customer harassing others and monopolizing space.</td>
</tr>
<tr>
<td>FX</td>
<td>Parking Garage *</td>
<td>1</td>
<td>Items strewn all around a car as if a crime had been committed.</td>
</tr>
<tr>
<td></td>
<td>Building Emergency *</td>
<td>1</td>
<td>Front exit door unable to be secured.</td>
</tr>
<tr>
<td>GM</td>
<td>Building Emergency *</td>
<td>1</td>
<td>Fire alarm sounding.</td>
</tr>
<tr>
<td></td>
<td>Trespassing *</td>
<td>1</td>
<td>Banned customer entered the building.</td>
</tr>
<tr>
<td>RR</td>
<td>Camping *</td>
<td>1</td>
<td>Man locked the restroom door and went to sleep.</td>
</tr>
<tr>
<td></td>
<td>Verbal Abuse *</td>
<td>1</td>
<td>Male customer verbally abusive to staff at the Info desk.</td>
</tr>
<tr>
<td></td>
<td>Substance Abuse</td>
<td>1</td>
<td>Customer with alcohol.</td>
</tr>
<tr>
<td>SH</td>
<td>Trespassing</td>
<td>1</td>
<td>Banned customer entered the building.</td>
</tr>
<tr>
<td>TY</td>
<td>Building Emergency *</td>
<td>1</td>
<td>Fire alarm sounding.</td>
</tr>
<tr>
<td></td>
<td>Vandalism *</td>
<td>1</td>
<td>Group of middle school kids left the gaming area a mess.</td>
</tr>
<tr>
<td></td>
<td>Assault *</td>
<td>1</td>
<td>Once customer assaulted another at the public PC area.</td>
</tr>
<tr>
<td></td>
<td>Trespassing *</td>
<td>1</td>
<td>Banned customer entered the building.</td>
</tr>
<tr>
<td>BC</td>
<td>Building Emergency *</td>
<td>1</td>
<td>Fire alarm sounding.</td>
</tr>
<tr>
<td></td>
<td>Child Unattended *</td>
<td>1</td>
<td>Child unattended after library closed, parent late picking up.</td>
</tr>
<tr>
<td>DM</td>
<td>Trespassing *</td>
<td>1</td>
<td>Banned customer entered the building.</td>
</tr>
<tr>
<td>LO</td>
<td>Trespassing</td>
<td>1</td>
<td>Banned customer entered the building.</td>
</tr>
<tr>
<td>MW</td>
<td>Trespassing</td>
<td>1</td>
<td>Banned customer entered the building.</td>
</tr>
<tr>
<td>PH</td>
<td>Physically Threatening Behavior *</td>
<td>1</td>
<td>Customer became threatening when asked to quiet his voice.</td>
</tr>
<tr>
<td>RB</td>
<td>Building Emergency *</td>
<td>1</td>
<td>Smell of natural gas in quiet study room and at front of building.</td>
</tr>
<tr>
<td></td>
<td>Theft of Personal Property *</td>
<td>1</td>
<td>Customer reported his cell phone stolen, possibly while at library.</td>
</tr>
<tr>
<td>TJ</td>
<td>Stalking *</td>
<td>1</td>
<td>Male customer followed teen girl into restroom.</td>
</tr>
<tr>
<td>WW</td>
<td>Disruptive Behavior</td>
<td>1</td>
<td>Disruptive teens asked to leave library became verbally abusive.</td>
</tr>
<tr>
<td></td>
<td>Theft of Personal Property *</td>
<td>1</td>
<td>Customer reported his cell phone taken from public PC area.</td>
</tr>
<tr>
<td>TO</td>
<td>Staff Injured</td>
<td>1</td>
<td>Staff member fell in the parking lot.</td>
</tr>
</tbody>
</table>

**Total Incidents December 2017** 25

* Police, Fire Department, or FMD notified