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# Friends of the Library Handbook

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## **Message from the Director**

Dear Friend,

Thank you for all that you do as part of a Friends of the Library group!

Friends groups are critical to the success of our library system; they support the branches financially and expand our effectiveness in the community. This handbook is designed to serve as a quick reference for the basic procedures and guidelines as required by the County and library system.

Friends groups do many things. They sort donations, hold book sales, create online sales platforms for their materials, increase community awareness and support for the library, encourage gifts and endowments, volunteer their time and energy, support programs, and advocate in the community, to name just a few.

Your efforts are part of what makes the Fairfax County Public Library successful. Your contributions are valued, and we know we are fortunate to have your continued support going forward. Thank you for everything you do.

Thank you,

Jessica A. Hudson  
Library Director

## I. Introduction

Friends of the Library are groups of citizens who join together to support, improve, and promote libraries. They understand the importance of library service to the community and work in a variety of ways to help provide high-quality service and to stimulate the use of the library.

Friends are in the unique position of being able to make enormous contributions in several areas: fund raising, services, public relations, advocacy, volunteerism, and community involvement. Their activities change as needs change. Friends usually select a limited number of activities to emphasize.

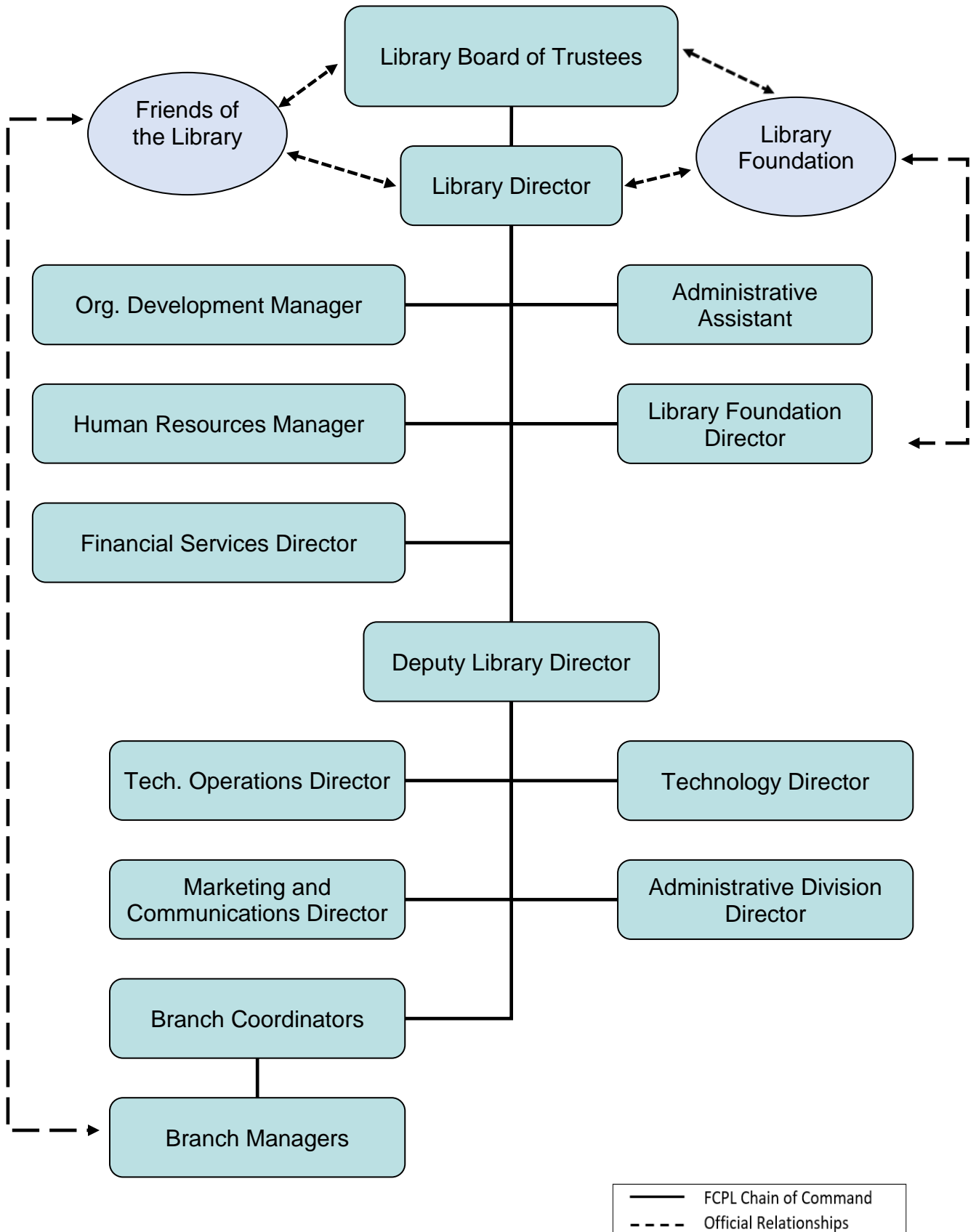
The roles of Trustees, Library Director, and Friends are related but distinct. Trustees represent citizen control and governance of the library. The Library Director represents the administration and management of the library. Friends of the Library represent citizen participation and assistance to the library. The next page illustrates these relationships, while Appendix A shows a detailed Fairfax County Public Library System organizational chart.

It is highly important to the success of the total library program that all three clearly understand their respective roles and work together toward common goals.

This handbook is intended to guide friends and staff to be successful working together. The Handbook Committee recommends a thorough review at least every three years.

**Notice: The most current version of this handbook is available online at the FCPL Friends of the Library web page: <https://research.fairfaxcounty.gov/friends-of-the-library>.**

## II. Fairfax County Public Library Key Positions and Relationships



### III. Supporting the Library's Mission and Vision

Library Mission: We build community and promote literacies by providing access to programming, community spaces, technologies, and collections of books and other educational and recreational resources in a variety of formats.

Library Vision: Fairfax County Public Library (FCPL) is the essential resource to inform, engage, and inspire our community.

To achieve this, the Library Director or designee will meet annually with the Friends to discuss issues of importance to the Friends, which may include FCPL's goals, concerns, strategic planning initiatives, and funding priorities, in order to work collaboratively toward the goal of supporting the Library.

#### Purpose and Roles for the Friends of the Library

##### A. Purpose of the Friends of the Library

The purposes of organizing a Friends organization vary depending on group interest and community needs. Each Friends group primarily supports a library branch or department. Friends are usually 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
- to do volunteer work in the library on specific projects as designated by the Director

##### B. Roles for Friends of the Library

###### Library Advocacy

The library depends on Friends to increase community awareness, encourage the use of the library, and advocate for funding and other support in the political arena.

###### *Role for Friends:*

Participate in public hearings, write letters of support to legislators and County officials, and promote the library before civic groups and community organizations, provided such actions are consistent with the restrictions on lobbying for charitable organizations exempt from taxes pursuant to Internal Revenue Code 501(c)(3).

###### Funding Support

Funds donated to the Library by Friends Groups add substantially to resources available from the tax base. Expenditures will be in compliance with purchasing procedures established by Fairfax County. Staff may review these procedures here: [ATB 40050 Gifts and Donations](#).

###### Building and Grounds

The County, the Library Facilities Coordinator and the Branch Manager work closely to ensure that the facility is safe and that building maintenance and repairs are made in a timely manner.

Maintaining library buildings and grounds is the responsibility of Fairfax County. Therefore, no changes or enhancements to libraries or grounds can be made without authorization from the appropriate County agencies.

*Role for Friends:* Respond to needed building and grounds improvements or enhancements not funded through the County budget and approved by library administration and the appropriate county agencies.

#### Furniture, Equipment and Supplies

All libraries receive an annual supply budget. In addition, the Branch Manager submits requests for furniture and equipment when monies are available. Computer and technology needs are addressed by the County's Department of Information Technology (DIT).

*Role for Friends:*

Respond to branch needs that cannot be met through the budget process and are approved by the Branch Coordinator. Technology requests must meet DIT guidelines.

#### Collections, Services and Programs

The collection is centrally funded and administered with input from staff and the public. Services have a system approach yet take branch specific needs into consideration. Programs can be branch-developed or system sponsored through the Program and Educational Services Department.

*Role for Friends:*

Friends' funds may pay for and/or supplement programs, support system services, or lend support to projects of other Friends groups in FCPL. They may also donate funding to enhance the collection.

#### Outreach (library activities outside the branch or innovative activities to reach new users)

The Branch Manager is involved with local agencies and community organizations. Branch staff often participates in programs, exhibits, festivals, fairs and other community events.

*Role for Friends:*

Friends can support or enhance participation in community, system-sponsored, or countywide activities. Friends can exchange ideas and information with the Foundation and other Friends groups. As volunteers, Friends can collaborate with staff to participate in events.

### **IV. Governing Documents**

The relationship among the FCPL Board of Trustees (LBoT), the FCPL system and the Friends of the Library is governed by these main documents:

Policy O from the LBoT Policy Manual ([Appendix B](#))

Memorandum of Understanding (MOU) ([Appendix C](#))

License Agreement (Lease for Friends' use of Space) ([Appendix D](#))

Information sheets in the form of Frequently Asked Questions ([Appendix E](#)) provide further explanation of various provisions of the MOU.

## V. Guidelines for Establishing a Friends Group

This section is intended to be an aid to supporters of the library who wish to establish a Friends group, from concept to reality. As such, it does not constitute legal advice, but rather provide guidelines for moving forward.

### Step 1. Recruit a Core Group of Supporters

This initial core group will likely be the steering committee, as well as those who may become the initial board of directors. The first step should be to conduct research, such as talking to other [Friends](#) groups and reviewing the Friends Manual and the Memorandum of Understanding (MOU) ([Appendix C](#)) that the County will require that you sign. It will also be useful to review the [United for Libraries Toolkit](#) to create a Friends group, and the Handbook for [Connecticut Library Friends](#). There are several steps and nothing will happen quickly; you should anticipate that it will take two to six months to establish a Friends group.

It is important to have an early meeting with your Branch Manager to discuss your desire to establish a Friends group and to receive his or her support.

You should also begin thinking about the kind of Friends group you want to establish. What would be its mission? In Fairfax County, Friends 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.

Note that support of the Library is required to be the primary purpose of the Friends group but need not be the only purpose nor the only recipient of any funds the Friends group may raise. ([MOU § 3.b, 4.b\(i\)](#))

You should also consider whether your mission requires you to raise revenue, and if so, how you will do so. Most Friends groups conduct book sales as discussed later in the manual. You may also consider raising revenue by:

- Membership Dues
- Raffles
- Sale of other items
- Applying for Grants
- Gifts from individuals
- Gifts from organizations

Other issues to consider include whether you will have Members, and whether they will be required to pay dues. Some Friends groups have no formal Members but have a Board of Directors and a cadre of volunteers, while other Friends groups have Members, who may include volunteers and/or the general public. You also may wish to have classes of Members, such as voting and non-voting Members. You may also consider whether to offer benefits to Members, such as early access to sales.

### Step 2. Hold Meeting of Steering Committee to Make Tentative Decisions

Select an interim Chair and an interim Secretary to keep minutes.



Decide on the purpose and goals of the Friends group.

Decide on whether to have Members, membership criteria, their roles and whether to assess dues. ([Virginia Nonstock Corporation Act § 13.1-819](#) regarding provisions that must be included in the articles of incorporation and/or bylaws.)

Decide on how to raise revenue, including whether to hold periodic book sales and whether to support on-going sales. Note that some initial source of revenue will be required for starting the group to cover costs such as applying for tax-exempt (501(c)(3)) status and incorporation, and for book sale supplies. (See Section VI.A for common revenue sources.)

Select committee chairs for initial committees (e.g., bylaws, nominating, membership, fundraising, book sale).

Select Board members or determine process for selection of Board members, such as by election at initial public and annual meetings. Note that the initial Board may be named in the articles of incorporation or may be elected or appointed at a subsequent organizational meeting. ([Virginia Nonstock Corporation Act § 13.1-819](#).)

### Step 3. Meet with Branch Manager

Advise of tentative decisions made and discuss potential concerns.

Discuss availability of space for the Friends group in the branch, especially if book sales will be conducted.

If you will hold book sales, discuss the process for review of book donations and their transfer to the Friends.

Discuss storage of books awaiting sale. Note that some branches store books on-site or in a shed on the branch property; other groups store books at the County warehouse pursuant to a license agreement.

### Step 4. Recruit Additional Members if Needed

Hold an invitational meeting and/or a public meeting advertised through the library branch.

Consider seeking the services of a pro bono lawyer.

At this meeting, seek monetary donations for establishment of legal status and other start-up expenses.

### Step 5. Hold First Public Meeting or Board Meeting

Elect board members if necessary.

Elect officers.

The following steps should be discussed at the first formal meeting and finalized as soon as possible:

Formalize mission statement, which will be incorporated into articles of incorporation and bylaws. (See MOU Sec. 4.b(i).)

Propose and/or approve bylaws. A sample is provided in [Appendix F](#).

Decide on a fiscal year and propose and/or approve budget.

Appoint or elect Committee Chairs.

Consider hiring an attorney or finding pro bono legal assistance to establish legal status.

#### Step 6. Establish Legal Status

The MOU requires that a Friends group operate as a [Virginia Nonstock Corporation](#) and as an IRS-approved 501(c)(3) charitable tax-exempt organization. ([MOU § 4.a, b and c](#))

Sign the MOU ([Appendix C](#)) with the Library and the Library Board of Trustees (LBoT).

Sign a license agreement (lease) with Fairfax County for the space you will occupy in the branch after seeking to negotiate any special requirements. The adopted MOU includes an initial sample, while [Appendix D](#) of this Handbook is the license agreement template generally used as a starting point by the Director.

Consider obtaining general liability and/or directors and officers (D&O) insurance since Friends volunteers are not covered by the County's Volunteer Insurance Program. ([MOU § 4.e.](#)) See § 9, the "Waiver" clause, of the License Agreement template ([Appendix D](#)).

Prepare [articles of incorporation](#) as a Virginia nonstock corporation and file them, along with the applicable fee, with the Virginia State Corporation Commission. See [MOU § 4.a and b](#) for language requirements concerning purpose and dissolution.; see also the [Virginia Nonstock Corporation Act § 13.1-819](#) regarding provisions that must be included in the articles.

Prepare and approve bylaws. See the [United for Libraries Toolkit](#) for provisions that should be included in any bylaws. Sample bylaws are included in [Appendix F](#). See MOU Sections 4.a and b for language requirements concerning purpose and dissolution. Pay particular attention to provisions concerning membership, election or appointment of members of the Board of Directors and establishing a quorum for Annual and/or Board of Directors' meetings.

Obtain an [Employer Identification Number](#) from IRS. The EIN must be obtained after filing articles of incorporation and before applying for tax-exempt status. It is also required to set up a checking account and to establish a vendor record in the County's financial accounting management system.

Provide the County with IRS [Form W-9](#) or Fairfax County's substitute form. This will enable the deposit of ongoing book sale proceeds to the Friends group's checking account. The Branch Manager can provide contact information for the Financial Services Department.

Apply for [Section 501\(c\)\(3\) status](#) for tax-exempt charitable organizations (as required by section 4.c of the MOU) within 27 months of formation. See also [IRS Publication 557](#). A streamlined process on Form 1023-EZ may be available if the organization anticipates annual gross receipts of \$50,000 or less and total assets of \$250,000 or less. Also, a public charity with annual gross receipts that normally are less than \$5,000 may not be required to file an application. **Be sure to carefully check the requirements for application and for on-going compliance and do not rely on the general statements here.**

File application for [exemption from state sales and use tax](#).

Register as a charity with the [Department of Agriculture and Consumer Services](#). This is required for charitable organizations that intend to solicit contributions within Virginia or have funds solicited on their behalf.

IRS requires that exempt 501(c)(3) organizations file each year IRS Form 990, the short-form 990-EZ, or the e-postcard 990-N. Form 990-EZ may be filed by exempt organizations with annual gross receipts of less than \$200,000 and assets of less than \$500,000 (current as of the 2018 tax year). Most small tax-exempt organizations whose annual gross receipts are normally \$50,000 or less can satisfy their annual reporting requirement by electronically submitting Form 990-N (if they choose not to file Form 990 or Form 990-EZ instead). See <https://www.irs.gov/pub/irs-pdf/p4839.pdf>.

Note that the long form 990 requires you to certify whether you have established the following: a conflict of interest policy, a whistleblower policy, a record retention policy. In addition, organizations awarding grants often require that applicants have a non-discrimination policy. You therefore may wish to consider establishing such policies.

## **VI. Financial Management for Friends of the Library**

This section discusses the County and FCPL policies that impact Friends' financial management. To achieve countywide consistency and fiscal accountability, and as noted above, Friends are required to conduct their affairs through non-profit, non-stock 501(c)(3) tax exempt corporations and to maintain the financial records required for such exempt status. Friends agree to make such records available to the LBoT annually upon request unless a CPA-prepared audit letter is presented instead. ([MOU § 4.a, c, Appendix C](#))

Friends also agree to self-report financial information annually, including revenue, donations, expenses, cash/bank account balances and reserves to library administration. Friends may use any format, including financial reports prepared for Friends meetings. For some groups, the IRS 990 filing, if it includes this information, would be sufficient. ([MOU § 1.f](#))

### **A. Revenue Management**

Friends' Potential Revenue Sources include:

- Membership Dues
- Ongoing Book Sales
- Periodic Sales
- Raffles
- On-line sales
- Monetary contributions
- Gifts from individuals
- Gifts from organizations
- Grant

Proceeds from ongoing book sales are forwarded to the FCPL Financial Services Department (FSD). The funds are split based on a formula determined on a biennial basis. Currently, checks are directly deposited monthly to the Friends account for their portion; the balance is deposited to the System Gift Fund. Ongoing book sale funds are the only revenue generated by Friends groups that is split with the Library system.

Proceeds from periodic sales are retained by Friends groups.

Monetary gifts to the Library are processed through FSD. Designated funds must have a stated purpose and will be used for that purpose. The check and the FCPL Gift Form are sent

to FSD by the Branch Manager. The receiving department will acknowledge monetary gifts in a timely manner.

The Library will annually provide each Friends group a detailed report describing the use of their monetary donations ([MOU § 1.c. 3.b](#)). This report will also include data on System Gift Fund spending.

Monetary gifts to Friends go directly to the Friends for deposit to their account.

When Friends make an in-kind (non-monetary) gift to the Library, the gift form explaining the donation is sent to FSD by the Branch Manager.

## B. Expenditures

Operating supplies: Generally, items for the operation of the Friends are purchased directly by the Friends. At the discretion of the Branch Manager incidental supplies may be provided to support the operations of the Friends.

Purchases for libraries: The following guidelines apply to monetary and in-kind gifts from Friends to libraries.

1. Purchases made with donations from organizations must be beneficial, appropriate and in the best interest of the county. Expenditures will be in compliance with purchasing procedures established by Fairfax County. Staff may review these procedures here: [ATB 40050 Gifts and Donations](#).
2. If the purchase is more than \$100 and the Branch Manager receives approval from Library Administration, the Friends may issue a check made payable to FCPL. The advantages are: approved vendors are used; County discounts apply; all paperwork (invoicing, contracts, and payments) and follow up, if needed, is handled by the receiving office.
3. Acknowledgement of gifts and purchases are sent to the donor from the receiving office.
4. If the purchase is less than \$100, Friends, working with the Branch Manager, may directly procure the purchase outside of FSD. Staff shall 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 shall process the donation and coordinate directly with the vendor and the Branch for that program.
5. Donations of food or other perishable items (regardless of cost) are not required to go through FSD.
6. Procedures for Small Purchases are found in [Appendix G](#)
7. For computer equipment, see Technology Equipment/Services paid with Friend's Donations, see [Appendix H](#).
8. For hiring performers for branches with Friends money, see [Appendix I](#), Procedures for Hiring Performers for Branches Using Friends Funds.
9. When Friends provide funding for the purchase of new books for the Library System, book plates are affixed inside the cover identifying the book as a Friends donation.

Friends may elect to make monetary contributions to organizations other than FCPL that they deem appropriate to their mission.

## **VII. Ongoing, Periodic and On-Line Book Sales**

Most Friends of the Library groups sponsor book sales. Sections A and B, below, are FCPL policies and procedures that apply to all book sales. Sections C and D are guidelines.

### **A. General Procedures**

1. Book sales can be periodic events managed and sponsored by the Friends group, or they can be an ongoing branch activity requiring support from library staff.
2. Book sales serve to repurpose withdrawn library materials and items donated to the Library but not selected for retention in the FCPL Collection. For FCPL policies on the acceptance, review and disposition of donated materials, see [Appendix J](#).
3. As stated in the Code of Virginia, Title 15.2-953, “public library materials that are discarded from the collection may be given to nonprofit organizations that support library functions, including, but not limited to, friends of the library, library advisory boards, library foundations, library trusts and library boards of trustees”. Standard practice in FCPL is that withdrawn materials are offered to branch Friends first. [Appendix K](#) includes FCPL policies relating to withdrawn materials as pertaining to the Friends.
4. Ongoing book sales are open to the general public during the library’s regular hours. Periodic book sale events usually have designated times approved by the Branch Manager.
5. A library staff member and/or Friend reviews donated items on an ongoing basis, selecting items for the Collection, a sale, donation, recycling or discard.
6. Space for ongoing and periodic book sales is negotiated with the Branch Manager. Space for periodic sales needs to be reserved ahead of time (ordinarily at least 6 months).
7. Prices for sale materials are set by Friends groups.
8. Proceeds from periodic sales are retained by the sponsoring Friends groups.
9. Proceeds of ongoing books sales, due to continuous staff involvement and equipment costs, are currently split 60/40 between the sponsoring Friends group (60%) and the Library System Gift Fund (40%).
10. Unsold materials may be stored for future book sales, forwarded to another branch for an upcoming sale, donated, recycled, resold in bulk or discarded.
11. Friends are responsible for the removal of unsold materials in a timely manner.
12. Other items, such as media, puzzles and games, may be sold with the agreement of the Branch Manager. These sales are conducted by Friends, with proceeds retained by the Friends.

## B. Ongoing Book Sales

1. Ongoing book sales are located in a clearly defined, well-marked area.
2. Signs listing prices for materials are posted in the sale area.
3. Friends keep shelves stocked and remove “shelf-sitters” regularly.
4. Library staff assist patrons with kiosk sale transactions.

## C. Periodic Sales

A lead time of 6 months is generally sufficient to execute a successful large sale. During this time, donations are collected, sorted, can be priced, and then stored; plans and decisions are made; and volunteers are lined up. Each Friends group book sale is different, reflecting Branch size, location, demographics and leadership. Sales tactics evolve over time, but this section contains some basics. There is much more information available by talking to other Friends. Also, it is helpful to attend and observe book sales at similarly sized libraries.

### 1. Handling Donations:

- a. Decide on what materials your Friends group will sell and condition criteria. You may wish to post this prominently in the Branch donation area.
- b. Line up storage space and transportation to the storage area. Working with the Branch Manager to arrange for storage at a County warehouse may be an option.
- c. Line-up volunteers to handle donations.
- d. Set prices. Some groups price each item; some price by genre.
- e. Box and label donations by genre and keep a log/running tally.
- f. Books that are not to be sold may be donated, recycled or discarded.

### 2. Planning for the Sale:

- a. Work with the Branch Manager to choose dates and reserve rooms. Include time for pre-sale set-up and post-sale clean-up. Staff will add dates to the FCPL website.
- b. Design a layout for display and check-out areas. The layout must meet the Fire Marshal’s current requirements, such as wheelchair access, exits and room capacity. [Fire Marshal’s Code References and Publications](#).
- c. Determine whether discounts and/or early shopping will be granted to Friends members, teachers, volunteers, staff and/or other groups.
- d. Determine whether returns or exchanges will be allowed and post policy.
- e. Publicity: make signs, flyers, banners. Email details to local papers, your District Supervisor’s office, and other newsletters, [BookSaleFinder](#), your Members. Post-sale information on your Facebook page and/or website and consider providing reminder bookmarks at the circulation desk or mailing postcards.

- f. Arrange for boxes to be delivered from storage before the sale and unsold items to be boxed and removed immediately following sale. Work with the Branch Manager to arrange for extra tables to be delivered by the County, if needed.
- g. Prepare volunteer email lists and schedule. Teens needing community service hours are often good volunteers. Some groups use on-line programs to aid in scheduling.
- h. Consider suspending donations shortly before and during the sale. Post your donation cut-off date to inform patrons.
- i. Work with the Branch Manager if book carts or other Branch supplies are needed.
- j. Prepare volunteer sign-in sheets and price/policy signs.
- k. Collect shopping bags if you would like to offer them to customers.
- l. At all times keep sale areas free from known safety hazards.

### 3. During the Sale

- a. Have a cash box with starting cash. Decide whether to take checks (request phone number) and/or credit cards.
- b. Have a plan for securing proceeds during the day and overnight.
- c. Have supplies on-hand: donation receipts, teen volunteer service hour forms, pens, paper, name tags, markers, calculators, etc.
- d. Customers may have FCPL Reading Program coupons to redeem.
- e. Be prepared for resellers/dealers to shop with large-volume containers and scanners.

### 4. After the Sale

- a. Consider developing a procedure allowing teachers, staff, charitable groups, and volunteers an opportunity to receive books at the end of the sale.
- b. Box remaining books for removal. Books may be recycled or discarded at an off-site facility, given to charity, stored for the next sale, or sold in bulk.
- c. Ensure book sale materials are removed and Branch Library space is restored to its prior condition promptly, ordinarily by the next morning.

### D. Online Sales

Donations of unique and higher-value books can be priced individually and offered for sale in a separate area within a sale. Alternatively, they can be offered online to reach a larger number of potential buyers.

Selling on-line requires at least one dedicated, computer-comfortable, detail-oriented volunteer. It can be time consuming, especially if a large number of books are listed and more than one listing site is used. Tasks include setting up one or more accounts, researching



pricing, selecting what to list, describing it accurately, monitoring inventory, and shipping and handling purchases and returns.

Because listings can be viewed and purchased any time day and night, it is necessary to check email daily and be able to prepare a shipment within two days. A clean, readily accessible and secure storage area for your listed books is important, as it serves to maintain their listed condition (e.g. Like New) and facilitates timely shipping.

That said, selling on-line is not difficult and is rewarding work which can generate significant revenue. It is also satisfying to make a connection between a unique book and someone living across the country or across the globe who is looking for just that book.

Sites other than Amazon can be useful; each has its own selling process, advantages and disadvantages. Further information can be found at the American Library Association's [United for Libraries](#) and by seeking help from a Friend who has experience.

The following are the basics of selling books on [Amazon](#). There is much more information on the site itself.

- a. Create an email account, to be monitored daily, which will receive listing confirmations, sales and refund notifications and customer inquiries.
- b. Set-up a Seller Account, following the step-by-step instructions. Contact information and credit card and bank account routing numbers (for automatic deposits) are necessary.
- c. Select books to sell. This is a skill developed over time, as one develops a knack for finding in-demand books that hold value. Research pricing, condition, popularity and how many are for sale. Amazon will generally be your primary source for this information. For vintage and rare books, [AbeBooks](#) is helpful, as is [eBay](#) for media and boxed sets. A simple bar code scanner helps with books having an ISBN number.
- d. Develop selection criteria to help identify books that are worth listing in order to maintain a manageable inventory that sells in a reasonable amount of time. Amazon sales rank (lower is better) and starting new and used prices are common criteria; talk with other Friends about their criteria. Listing books that can bring in at least \$15 after fees, including postage, is a good place to start. Note that recent textbooks can be low ranking and highly priced certain times of the year.
- e. It is important that the books you list correspond to the correct Amazon product listing - same ISBN, edition, publisher, format. If your book does not exactly match that shown on Amazon, a customer can claim the book is not as described and request a refund, even if your condition description is accurate.
- f. Accurately describing book condition is also essential, and Amazon provides guidelines. A photo is needed where one is not already posted for the book.
- g. Listings become 'live' almost immediately. There is no charge for listing, as fees are deducted upon sale.
- h. When a buyer makes a purchase, it is shipped promptly and packaged to avoid damage in transit. Postage can be purchased and shipping labels and packing slips printed through Amazon.



- i. A 'vacation mode' is offered which causes listings to go dormant when volunteers are unavailable to fill orders.
- j. Proceeds less fees are deposited into the checking account. Statements and the ability to generate custom reports are provided. It takes approximately 3 weeks for your first sale proceeds to be deposited.
- k. Start-up costs are minimal. Supplies including boxes, mailing envelopes, packing tape, a printer and paper. A basic postal scale and barcode scanner are very helpful.
- l. When a buyer requests a refund, it is processed through Amazon. Minimizing refund requests is done by accurately listing, describing condition and shipping promptly. Only issue refunds when the buyer returns the book.
- m. Listings are 'curated', meaning one may make pricing and other adjustments or closing the listing if it does not sell.
- n. An upgraded account provides some benefit but requires the payment of a monthly fee. Consider an upgrade if sales are numerous enough to justify the expense.
- o. Likewise, using Fulfillment by Amazon option should only be considered after you have selling experience.

### **VIII. Documenting Volunteer Hours**

Knowing how many hours Friends volunteers donate to the Library system can be invaluable for demonstrating Friends' contributions. Some groups have sign-in sheets, where hours are tabulated in a spreadsheet.

The County supports an on-line Volunteer Management System (VMS) where Branch Volunteers and Friends Volunteers may enter and track donated time. If Friends choose to use this system, they may ask their Branch Volunteer Coordinator for help in setting up a profile, username and password, which are required. Entries can be made each day, or once totaling multiple days.

As volunteers log hours, your Branch Volunteer Coordinator, or other FCPL Staff who have access to the system, may be asked to run reports to tabulate how many hours have been donated in a given time. In addition, FCPL will be able to see how many hours Friends contribute to the Library System.

### **IX. Fairfax Library Foundation**

For questions regarding donations please contact the Foundation at 703-324-8300.

#### **1. The Foundation's Mission Statement**

- a. [Fairfax Library Foundation](#) is a 501(c)(3) nonprofit charitable and educational organization committed to providing supplementary support to the Fairfax County Public Library. The Foundation, while reinforcing the need for continued and increased support for the Library, serves as a catalyst for attracting private funding from

individuals, businesses, organizations and other foundations to enhance library services for our community.

## 2. Foundation Facts

- a. The Foundation was founded in 1994 after an ad-hoc committee of the Library Board of Trustees conducted an extensive review and study of the long-range financial needs of the Library.
- b. The Foundation is an independent, separate 501(c)(3) organization, but was established for the sole benefit of the library.
- c. The Foundation enriches, but does not replace, traditional tax-based funding.
- d. Although the Foundation cannot give legal or tax advice, the Foundation can supply contacts for information regarding requirements for solicitation in Virginia and local municipalities, and sales tax exemptions to Friends of the Library Groups upon request.

## 3. FLF/Friends Scholarship Fund

- a. The Foundation offers four different scholarships: undergraduate, graduate, staff development and graduate-level continuing education. All four scholarships are available to FCPL employees; however, the undergraduate and graduate scholarships are also available to FCPL volunteers.
- b. The Scholarship Fund is administered by the FLF Scholarship Committee. Friends may serve on the committee, which reports to the Foundation's Board of Directors.
- c. There are different options available to Friends groups who are interested in creating a named scholarship. Please contact [info@fairfaxlibraryfoundation.org](mailto:info@fairfaxlibraryfoundation.org) for more information.
- d. To learn more about each scholarship, visit the Foundation's [scholarship page](#).

## 4. Foundation Board of Directors

- a. The Foundation has its own governing body: The Board of Directors. Many Friends group members are, or have been, members of the Board of Directors.
- b. The Foundation recruits depending on vacancy, and members serve in three-year terms.
- c. For information about the Board visit <https://www.fairfaxlibraryfoundation.org/about>.

## **X. Marketing and Communications Office and Friends of the Library**

As separate non-profit organizations, Friends groups create their own marketing materials and should use only their own logos on the materials. The County boiler plate is not required. Please work with branch staff to publicize events that you plan together.

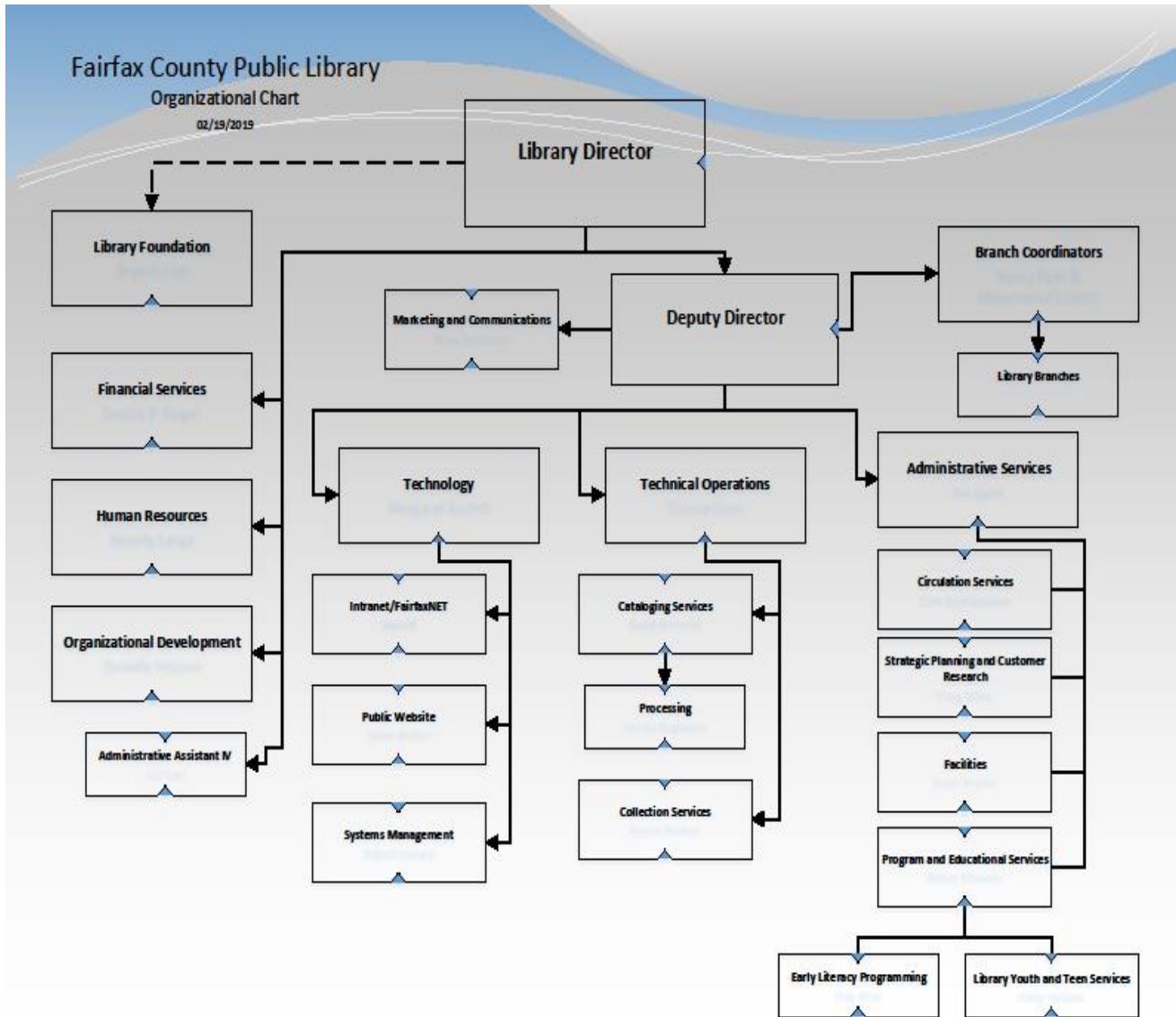
Staff from the Marketing and Communication team is happy to meet with Friends groups and their Branch Manager to provide more information about FCPL's marketing and communications.

## **XI. Fairfax County Code of Ethics**

The Fairfax County Code of Ethics is included in [Appendix L](#). Its purpose is to establish the standards of conduct for County employees and can serve as a guideline for Friends groups to ensure its volunteers are treated in a fair and equitable manner.

# **APPENDIXES**

## Appendix A Fairfax County Public Library Organizational Chart



**Appendix B - Policy O Regarding Friends of the Library**  
(from the FCPL Board of Trustees Policy Manual)

Policy Regarding Friends of the Library

1. Friends of the Library are an important support to branches and departments. [Friends Groups](#) add substantially to the limited resources available from the tax base.
2. The Library Board encourages and supports Friends of the Library organizations. "Friends of the Library" 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 are organized with one or more of the following objectives:
  - a. To increase community awareness and use of the library
  - b. To work for library legislation or appropriations
  - c. To encourage gifts, endowments, and memorials for the library
  - d. To provide direct financial assistance
  - e. To raise money and campaign for a new building, renovation or expansion
  - f. To sponsor programs designed to add to the cultural life of the community
  - g. To do volunteer work in the library on specific projects designated by the Director
3. The roles of trustees, librarians, and Friends are related but distinct. **Trustees** represent citizen control and *governance* of the library. The **Library Director** represents the *administration* and management of the library. **Friends of the Library** represent citizen *participation* and assistance to the library.
4. The provisions of this policy are applicable to all private support organizations (Friends of the Library) formed to support an activity of the Fairfax County Public Library or any of its branches or departments.
5. In order to achieve countywide consistency and fiscal accountability, all Friends of the Library groups shall conduct their fiscal affairs through non-profit, non-stock [501\(c\)\(3\)](#) tax exempt corporations. Each organized group shall be structured through articles of incorporation and bylaws to support, assist and promote the activities of a Library branch, department or other areas as outlined in the Memorandum of Understanding between the Library Board and each individual Friends group.
6. Friends' gifts to the system shall be considered in accordance with the policy stated in the *Policy Manual*, Section M, "[Policy Regarding Gifts to and Alliances with the Library System](#)." Friends Groups have authority to solicit, retain, and expend funds they determine are appropriate to their program goals.
7. While a Friends of the Library group may be considered to be the lead volunteer organization for a Branch Library, it shall not prevent the Branch Manager from accepting assistance from other community groups provided the assistance does not conflict with agreements executed with the Friends.

8. Donation of library materials to Friends organizations:

In accordance with the Virginia Code 15.2-953-B, the Library Board will donate library materials to Friends organizations for sale to the public. Revenues from such sales shall be used to support the programs and services of the library system.

If the sale is coordinated and operated solely by the Friends organization, all proceeds accrue to the sponsoring Friends organization.

For an "on-going" sale event, i. e., sale of donated books on a continuous basis through staff support or kiosk use, proceeds must first go to cover the library system direct and indirect costs related to that "on-going" sale event. The remainder of the proceeds shall be retained by the Friends organization. The Library Director shall determine on a biennial basis the costs of the library system support. The Library Director shall provide periodic reports to the Friends groups concerning the proceeds and book sales."

9. Library staff shall provide the Friends with a detailed report annually describing the use of monetary donations made by the Friends over the previous year.

7/10/19

## Appendix C - Memorandum of Understanding (MOU) with Attachments A, B and C

### 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 the Fairfax County Public Library Board of Trustees (Board), the Friends of the \_\_\_\_\_ Library (Friends), and the Fairfax County Public Library system (Library). The Board, 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 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 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 shall 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.

## 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 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, shall meet with the Friends to resolve issues. The Board has the right to revoke permission for use of the name.

## 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, shall meet with the Friends to resolve issues. The Board has the right to 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.

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 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, other literacy or education based nonprofits, and other non-commercial community activities 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. 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 3(b) above.

d. The Parties acknowledge the importance of routing donations and program activities for the Library through Library Administration so that the Library can ensure compliance with Fairfax County procurement, access, and insurance requirements. The Friends agrees to make donations to the Library through the financial division of the Library Administration. Donations of food or other perishable items are not required to go through the financial division of Library Administration. For purchases under \$100, Friends understands that it may work with the Branch Manager for direct procurement outside of the Library's financial services division. Staff



shall 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 shall process the donation and coordinate directly with the vendor and the Branch for that program. Donations to other organizations, such as the Fairfax Library Foundation, can continue to be paid directly to that organization. Questions regarding donations can be directed to either the Branch Manager or the Library's financial division.

#### 4. Organization of the Friends

a. Incorporation: The Parties understand that the Friends is 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 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 the Board upon request on an annual basis. After such a request, instead of making underlying financial records available, the Friends may present to the Board a CPA prepared audit letter. The Parties understand that nothing in this MOU requires any Party to conduct an audit.

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.

#### 5. Term and Termination

a. This Memorandum shall continue in effect for five years from the date of execution unless terminated before that date. The Parties may agree to extend this Memorandum of Understanding for additional five-year periods on such terms and conditions that may be mutually agreeable. The Parties agree that this Memorandum of Understanding may be amended upon the consent of the Parties during the term of the Memorandum of Understanding.

- b. The Board or the Friends 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 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. The Board recognizes the need to plan for space for Friends operations.
- 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 not to represent itself as an agency of the Library or Fairfax County government. The Friends agrees that the Library is authorized to use the name and logo, if any, of the Friends for purposes relating to this MOU.

7. Notices

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

- 1. If to the Friends:
- 2. If to the Board:
- 3. If to the Library:

**IN WITNESS WHEREOF**, the Board, 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 \_\_\_\_\_  
Michael Donovan, Chairman

Date: \_\_\_\_\_

**FAIRFAX COUNTY PUBLIC LIBRARY**

BY \_\_\_\_\_  
Jessica A. Hudson, Director

Date: \_\_\_\_\_

Appendices:

- A. Va. Code Ann. § 15.2-953.B
- B. Fairfax County Library Board of Trustees, Policy M
- C. Fairfax County Library Board of Trustees, Policy U
- D. Sample Licensing Agreement

## MOU Attachment A - Va. Code Ann. § 15.2-953.B

### Attachment A

#### § 15.2-953

Donations to charitable institutions and associations, volunteer and nonprofit organizations, chambers of commerce, etc

B. Any locality may make gifts and donations of property, real or personal, or money to (i) any charitable institution or nonprofit or other organization providing housing for persons 60 years of age or older or operating a hospital or nursing home; (ii) any association or other organization furnishing voluntary firefighting services; (iii) any nonprofit or volunteer emergency medical services agency, within or outside the boundaries of the locality; (iv) any nonprofit recreational association or organization; (v) any nonprofit organization providing recreational or daycare services to persons 65 years of age or older; or (vi) any nonprofit association or organization furnishing services to beautify and maintain communities or to prevent neighborhood deterioration. Gifts or donations of property, real or personal, or money by any locality to any nonprofit association, recreational association, or organization described in provision (iv), (v), or (vi) may be made provided the nonprofit association, recreational association, or organization is not controlled in whole or in part by any church or sectarian society. Donations of property or money to any such charitable, nonprofit or other hospital or nursing home, institution or organization or nonprofit recreational associations or organizations may be made for construction purposes, for operating expenses, or both. A locality may make like gifts and donations to chambers of commerce which are nonprofit and nonsectarian. A locality may make like gifts, donations and appropriations of money to industrial development authorities for the purposes of promoting economic development. A locality may make like gifts and donations to any and all public and private nonprofit organizations and agencies engaged in commemorating historical events. A locality may make like gifts and donations to any nonprofit organization that is exempt from taxation under § 501(c)(3) of the Internal Revenue Code that is engaged in providing energy efficiency services or promoting energy efficiency within or without the boundaries of the locality. A locality may make like gifts and donations to any nonprofit organization that is exempt from taxation under § 501(c)(3) of the Internal Revenue Code that is engaged in providing emergency relief to residents, including providing the repair or replacement of private property damaged or destroyed by a natural disaster. A locality may make like gifts and donations to nonprofit foundations established to support the locality's public parks, libraries, and law enforcement. For the purposes of this paragraph, "donations" to any such foundation shall include the lawful provision of in-kind resources. A locality may make monetary gifts, donations and appropriations of money to a state college or university which provides services to such locality's residents. Public library materials that are discarded from their collections may be given to nonprofit organizations that support library functions, including, but not limited to, friends of the library, library advisory boards, library foundations, library trusts and library boards of trustees.

## MOU Attachment B – Fairfax County Library Board of Trustees Policy M

### Attachment B

#### **Policy M, Regarding Gifts to and Alliances with the Library System**

1. Gifts to the Library
  - a. Authorization
    1. Virginia Code 42.1-35 states in part: ... the Board shall have the right to accept donations and bequests of money, personal property, or real estate for the establishment and maintenance of such free public Library systems or endowments for same.
    2. The Board of County Supervisors, at its meeting December 21, 1955, ... agreed that should anyone desire to donate land for Library purposes and specifies that it should be titled in the name of the Library Board and not the County, that the Library Board should first come back to the Board of County Supervisors and get its permission on whether the land so offered as a gift should be accepted and that the same procedure should also be followed whether the land is donated or to be purchased.
    3. Gifts to the Fairfax County Public Library may be tax-deductible.
    4. In February 1995, the Fairfax County Public Library Foundation, Inc. was established.
      - a. The Foundation is a nonprofit, tax-exempt charitable organization established as 501(c)(3) for the sole benefit of the Library.
      - b. Gifts to the Foundation are tax-deductible.
      - c. The Fairfax Library Foundation and the Fairfax County Public Library should not pass funds through each other; they should maintain separate financial holdings.
  - b. Library Director's Authority
    1. The Library Director shall accept or reject gifts within the scope and limitations established by the Library Board; The Library Director complies with county policy and procedure.
    2. All gifts of books are to be handled at the discretion of the Library Director. Appropriate notations may be placed on them at the discretion of the Director.
    3. The Library Board has sole authority to accept or reject any gift. When accepting gifts from any source, the Library Director acts as the agent of the Library Board.
  - c. Appraisals
    1. The Library will not assign any value.
    2. For most donations, the fair market value is the donor's estimate of the donated item's worth.
    3. To establish extraordinary value, the cost of the appraisal should be borne by the donor.
  - d. Expenditures
    1. System Gift Funds are those funds collected by the Library on behalf of Friends Groups from their ongoing book sales proceeds. These funds are considered unrestricted.
    2. Unrestricted Library Gift Funds shall be spent for any purchases designed to enhance operations of the Fairfax County libraries.
  - e. Compliance

1. FCPL shall follow all procedures/policies outlined in county policy and procedure.
2. Alliances
  - a. The Library will pursue agreements with federal/state/local agencies, industry, academia, and other organizations, to build cooperative alliances which are beneficial to the Library.
  - b. Alliances must relate to the Library's mission and be structured to enhance a library program, service or product.
  - c. The Library Director shall report to the Board on a regular basis about system alliances.

6/14/2017

## **MOU Attachment C - Fairfax County Library Board of Trustees Policy U**

**Attachment C**

### **Policy U Regarding Public Comment at Library Board Meetings**

The Library Board wishes to provide an opportunity for the public to comment on various Library System related issues. In addition to the budget-related Public Hearing held in June of each year, the Board has established a Public Comment time period at each regularly scheduled Library Board meeting. The following serves to support this process.

1. There will be a Public Comment period at each regularly scheduled Library Board meeting.
2. A maximum of five speakers will be heard.
3. Speakers will have a maximum of three minutes for their comments.
4. Individual speakers will be limited to one public comment period each six month period.
5. Speakers are requested to pre-register with the Library Director; however, if there are available public comment slots open at the time of a Board meeting, the remaining slots may be filled by individuals registering at the meeting.
6. Board members will not question or respond to speakers.

07/12/2017

(Note: The adopted MOU includes an initial sample license agreement, while Appendix D, next, is the license agreement template generally used as a starting point by the Director.)

## Appendix D - License Agreement Template

# COUNTY OF FAIRFAX LICENSE AGREEMENT

THIS LICENSE AGREEMENT dated \_\_\_\_\_, 2018 is between the **Board of Supervisors of Fairfax County**, hereafter referred to as the "County" located at 12000 Government Center Parkway, Fairfax, Virginia 22035 and the **Friends of \_\_\_\_\_ Library, a 501(c)(3) non-profit**, located at \_\_\_\_\_ Virginia \_\_\_\_\_, hereafter referred to as the "Licensee".

WHEREAS, the County desires to license to the Licensee certain County-owned premises for the purposes of handling and storing used books, media, and supplies related to that activity, subject to the terms and conditions of this License, without charging monetary rent or other fees;

NOW, THEREFORE, the parties agree to the following:

1. **LOCATION OF PREMISES/PROPERTY:**

- a. The County owned Property is located at the \_\_\_\_\_ Library, located at \_\_\_\_\_, hereafter referred to as the "Library". The County grants non-exclusive use of the premises to the Licensee as outlined below and as shown on Exhibit A, herein after referred to as the "Premises".

2. **TERM:** This License shall remain in effect, unless written notice of termination is given by either party 60 days prior to the desired termination date.

3. **USE:**

- a. The Premises shall be used by the Licensee solely for the storing and handling of used books and media and storing supplies associated with that activity.
- b. No Licensee, volunteer, or guest will have unrestricted access to the Premises or the Library, will not be furnished with a key, and may only enter and use the Premises when the Library is open and staffed, or before opening and while staffed at the discretion of the Library Branch Manager.
- c. The County shall have absolute control over matters of safety and security.
- d. Licensee may not store items the County decides are inappropriate including, but not limited to: weapons; health hazards; hazardous, explosive or flammable materials; or perishables.
- e. Nothing in this License Agreement shall prevent the Licensee from using other space at the Library in support of book sales, branch events and other related activities, at the discretion of the Library Branch Manager.

4. **DEFAULT:** If Licensee breaches any of the terms in this License, it shall be notified in writing and given up to 30 days to correct the breach. If the breach is not corrected within 30 days, the County will notify the Licensee in writing that the License is terminated. If the Licensee ceases to operate or use the Premises, the Licensee shall notify the County and vacate the Premises within 30 days.

5. **SERVICES PROVIDED BY THE COUNTY:**
- a. The County agrees to provide utilities to the Premises for normal business operations. The County shall not be liable for failure to furnish utilities when such failure is caused by conditions beyond its control.
    - 1) Licensee shall not connect any additional fixtures, appliances or equipment to the Premises electrical system or make any alteration to the system, without the County's written approval. However, the Licensee may operate an electric fan, a laptop or similar small devices while using the Premises.
  - b. The County will inform the Licensee of any incidents involving their supplies.
  - c. The County will include the Premises in its routine cleaning and pest control.
6. **LIABILITY AND INSURANCE:** The Licensee is not required to carry specific insurance for its supplies but is aware that the County's insurance does not cover the Licensee.
7. **RESPONSIBILITIES OF LICENSEE:** Licensee agrees:
- a. Not to intentionally or negligently deface, damage, overload or strip the Premises or any part of the Property. In the event of a breach of this term, Licensee shall reimburse the County for the reasonable costs of repairing the damage.
  - b. Not to allow on the Premises any illegal, unlawful, improper, noisy or boisterous activity which creates a nuisance.
  - c. To comply with all rules, regulations, and conditions of this License. Any violation of the rules, regulations and conditions shall be a violation of this License.
8. **DAMAGE BY FIRE OR CASUALTY:** If the Premises or any essential part of the Premises is destroyed or damaged by fire or other casualty, rendering it unfit for use the County may suspend this Agreement. The County may repair such destruction or damage. Upon repair, the Licensee shall be notified that the Premises is fit for use and that it may resume use as provided in the Agreement.
9. **WAIVER:** The County shall not be liable for and the Licensee releases the County and its agents, employees, volunteers, contractors, and waives all claims for, damage to person or property sustained by the Licensee or any occupant of the Premises resulting from the Premises or any equipment or appurtenance becoming out of repair, or resulting from an accident at the building, or resulting directly or indirectly from any act or neglect of any Licensee or occupant of the building.
10. **NOTICE OF DEFECTS:** Licensee shall give the County, and the County shall give the Licensee, prompt written notice of accidents, defects or damage within the Premises. The County is responsible for the repair and maintenance of permanent fixtures including, but not limited to, the sprinkler, flooring, lighting, finishes and shelving
11. **INTEREST IN PROPERTY:** Nothing in this Agreement shall be interpreted to create anything other than a license and shall not create any right, title or interest in property nor create an easement.
12. **COMPLIANCE WITH LAWS:** Licensee agrees to abide by the laws of the Commonwealth and the County in the performance of its services and its use of the Premises.
13. **SURRENDER OF POSSESSION:** In the event the License is terminated, Licensee agrees to remove all of its supplies and equipment from the Premises, and leave the Premises in a reasonably clean condition acceptable to the County.
14. **ASSIGNMENT:** Licensee shall not transfer or assign this License, nor sublet any part of the Premises without the written consent of the County.



15. **RULES AND REGULATIONS:** Licensee shall be notified in writing of, abide by and observe such rules and regulations as may be promulgated from time to time by the County for the operation and maintenance of the building.
16. **TERMINATION OF LICENSE:** The License may be terminated at any time during the term of this License by either party as stated in Section 2. Licensee will be required to vacate the Premises by close of business of license termination date. Expiration or termination of this License by either party shall not relieve or release Licensee from any liability or obligation which may have been incurred or assumed by Licensee prior to such expiration or termination.
17. **COUNTY'S FINANCIAL OBLIGATION:** All of the County's financial obligations under this Agreement are subject to annual appropriations by the Fairfax County Board of Supervisors. In the event funds are not appropriated, the Agreement shall terminate on the last day of the fiscal year for which appropriations were received. In this case, the County shall furnish Licensee with at least sixty (60) days written notice of termination.
18. **NO PARTNERSHIP:** Nothing contained in this License shall be deemed to create a partnership or joint venture of or between the County and the Licensee.
19. **COMMON AREAS:** The County reserves the right to alter common areas, so long as such alteration does not interfere with the Licensee's reasonable use of the Premises. This includes but is not limited to the parking area, grounds, hallways, walkways, side entry alcove and doors, etc.
20. **ENTIRE AGREEMENT:** This License is the entire agreement between the County and the Licensee regarding the Premises. This License may be modified only in writing executed by both parties at the request of either party.

**SIGNED BY:**

**Friends of Library**

**Board of Supervisors of Fairfax County, Virginia**

\_\_\_\_\_  
 President

\_\_\_\_\_  
 David J. Molchany  
 Deputy County Executive

\_\_\_\_\_  
 DATE

\_\_\_\_\_  
 DATE

## Appendix E - MOU Information Sheets (Frequently Asked Questions)

Information Sheet for the Approved January 10, 2018, MOU

February 2018

After the approval of the new MOU by the Library Board of Trustees, Library staff have been working with Friends groups to review the document, answer questions, and work towards execution. A number of topics and questions have come up from various groups. Below are some of those topics and further information about them, in no particular order.

1. Use of "etc." in the introductory statement
  - a. Staff have received questions regarding the sentence "This MOU replaces any earlier agreements, MOUs, etc., that may have been entered into". This is only referencing agreements entered into between the Friends and the Library Board of Trustees. It does not replace any agreements the Friends may have with other organizations or County division. For example, this does not replace or disqualify any agreements that Friends have with the Department of Procurement and Materials Management for space in the warehouse.
2. The Library's annual detailed report
  - a. The Library is investigating a detailed report to provide information on two areas: the first is the use of FOL donated funds during the prior fiscal year and the second is the use of system-wide gift funds, which is funded in part by a portion of the ongoing book sales.
3. Who owns donated materials?
  - a. When materials are donated at the Library, they are the property of the Library until such a time that they are re-donated to the Friends groups. How this process looks varies branch by branch. At some branches, the Friends have been delegated the authority to review the materials as they come in the door on behalf of staff; at other branches staff review all donations and then provide the Friends with the materials which are not being added to the collection.
4. When would the Friends need to make their records available to the Board?
  - a. Section 4C states that the Friends agrees to make their records available to the Board upon request on an annual basis. The Board has the responsibility for overseeing that donated Library assets and Library resources are used by the groups receiving those donations primarily for the benefit of the Library or a Library branch. Making underlying records available promotes transparency and supports the Board and Friends groups' good financial management. This provision only applies if a request is made of a Friends group, and, in order to reduce any burden, the records can be provided as they are kept and do not need to be organized in any particular way.
5. Licensing Agreement
  - a. An updated draft licensing agreement, specific to FOL use of library spaces, is being developed. The sample circulated has clauses which would not be necessary for an agreement between the Friends and the Library; the Friends will not be charged rent, and it is not necessary to get renters insurance unless the Friends would like to have an additional layer of coverage for their property.

## Information Sheet for the Approved January 10, 2018, MOU

July 2018\*

\*Update introductory clause, new #6 and #7

After the approval of the new Memorandum of Understanding ("MOU") by the Fairfax County Library Board of Trustees ("Board"), the staff of the Fairfax County Library ("Library") worked with Friends to review the document, answer questions, and work towards execution. In response to Friends' questions, the Board and the Library are issuing this Information Sheet to provide clarification on several topics addressed in the MOU. This Information Sheet is not part of the MOU, but the Board and the Library intend for it to be read alongside the MOU to provide the position of the Board and the Library on the topics discussed below.

### 1. Licensing Agreement

A template licensing agreement, specific to FOL use of library spaces, was developed with the assistance of one of the Friends. It was modeled off of the licensing agreement that several Friends groups use with the County's Department of Materials Management for storage space in the warehouse. The template is attached.

### 2. Reciprocity of financial reporting

As stated in the MOU, the Library will provide Friends groups with a detailed report regarding the use of donated funds from Friends groups. This includes donations to a specific branch as well as those funds generated into the system gift fund. Additionally, the County provides a transparency portal (<https://www.fairfaxcounty.gov/topics/financial-transparency/>) where any member of the public may review vendor payments and budget-vs-actual figures for all County departments.

### 3. Financial records

Section 4C of the MOU states "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 the Board upon request on an annual basis."

This section and the language was a topic of much discussion and revision based on Friends' input. The financial records are those already kept for purposes of supporting charitable tax exempt status so the retention of records should not impose new or additional work for groups. Under this provision, Friends may continue to maintain financial records in the format of their choice provided the group believes the format is sufficient for tax exempt status. This provision does not require a Friends group to create specialized record keeping or reporting for the Library.

Friends' groups operate using public resources including donations of books from the Library, which includes the donations from the public through the drop boxes, donations of space, and staff time. The Library Board has a responsibility to oversee those public resources and to support transparency and accountability. That includes having some oversight of what use is made of those resources by groups receiving those resources and how a group's records support that use. Some groups may have terrific records and summaries of their financial year; other groups may not have volunteers with the skills or interest to perform this administrative work. Periodic access to the underlying records provides the Board and the Library (or a third party if the group chooses) the required oversight of record keeping. The MOU specifically states that no party is expected to conduct an audit.

Library Administration expects that an opportunity to view records would be requested no more than annually, and possibly less often. The Library will coordinate with the FOL to find a mutually agreeable time and place to meet with a FOL representative.

#### 4. Articles of Incorporation

Section 4(b)(i) says:

“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.”

This section allows the Friends to provide in its Articles of Incorporation and Bylaws that the primary purpose of the corporation is to promote, support, raise funds for, and distribute funds to a particular Library branch. As explained in section 3(b) of the MOU, funds “should primarily be directed to a Library branch or the Library system[.] [T]he Friends may also support the Fairfax Library Foundation, Fall for the Book, other literacy or education based nonprofits, and other non-commercial community activities as the Friends determines.” The phrase “similar language” in section 4(b)(i) means that that a Friends Articles of Incorporation and Bylaws does not need to include the verbatim language included in the MOU but may contain similar language that expresses the same information.

#### 5. Amendment to a Term of the MOU

Section 5(a) says: “The Parties agree that this Memorandum of Understanding may be amended upon the consent of the Parties during the term of the Memorandum of Understanding.” There is no specific process for implementing this section. One way would be for an FOL to submit an amendment to its district Trustee, and request the Trustee to submit the amendment for discussion to the full Board of Trustees. Any amendment to the MOU would apply to every FOL group that has signed an MOU, and therefore each FOL group is a party that would have to agree to the Amendment, in addition to the Board of Trustees and the Library.

#### 6. Policy M and U

The MOU reference to Fairfax County Library Board of Trustees, Policy M is to Policy M issued June 14, 2017. The MOU reference to Fairfax County Library Board of Trustees Policy U is to Policy U issued July 12, 2017.

#### 7. Resolving Issues

The Board and the Library intend that if any of the parties (Friends, Board or Library) has a difference of interpretation of a provision or requirement of the MOU that affects that provision or requirement's implementation, the Library, in consultation with the Board, shall meet with the Friends to resolve issues.

## **Appendix F - Sample Bylaws**

The following are sample bylaws from the American Library Association's United for Library's [webpage](#), where additional examples and information can be found.

### **THE FRIENDS OF THE ANYTOWN PUBLIC LIBRARY, INC. BYLAWS**

#### **ARTICLE I – NAME**

Section 1. The name of this corporation shall be The Friends of the Anytown Public Library, Inc., hereinafter referred to as the Association ("Association").

Section 2. The headquarters of this Association is located at the Anytown Public Library, 250 Chestnut Street, Anytown, MA 01040.

#### **ARTICLE II – PURPOSE**

Section 1. The purpose of this Association shall be to maintain a nonprofit organization of interested persons to advance and encourage appreciation, understanding, enjoyment, and public use of the educational and cultural facilities at the library, and to cooperate, when appropriate, with other groups to improve the cultural activities of the community.

Section 2. This association shall work in conjunction with the officers and staff of the library to achieve these ends, to acquaint the community with the needs of the library, and to help improve their facilities.

Section 3. The association shall operate in full compliance with IRS Code Section 501 (c) (3) and Chapter 180 of the Massachusetts General Laws.

#### **ARTICLE III – MEMBERSHIP**

Section 1. Any person or organization who supports the purposes of the Association may become a member of the Association by the payment of annual dues in effect at the time. Members are known as Friends.

Section 2. The dues schedule shall be approved by vote of the Association at its annual meeting.

Section 3. Each member and organizational representative shall be entitled to cast one vote on all matters which come before a meeting of the Association.

#### **ARTICLE IV – BOARD OF DIRECTORS**

Section 1. The management of the Association shall be vested in a board of directors ("the board") consisting of at least 5 but not more than 10 members, including the officers. An immediate past president continues to serve on the board an additional year.

Section 2. The management as defined in Article IV, Section 1 will serve as the Executive Planning Team to determine and oversee projects and programs that will increase fundraising for the association as well as provide public awareness about the importance of the library and of the Friends.

Section 2. The term of directors is three consecutive years. They are eligible for reelection for one additional term and then must wait one year before being considered for a new term.

Section 3. One-third of the directors shall be elected by the Association each year at the annual meeting to replace those directors whose terms are expiring in that year.

Section 4. The officers of the Association shall be a president, vice president, treasurer, secretary, each being a board member.

Section 5. The term of the president, vice president and other officers is one year; however, they may continue to serve, if reelected, for an additional term.

Section 6. The president shall appoint a nominating committee chairperson who shall be either a director or a Friend from the general membership. He/she shall appoint at least three Friends to serve on this committee. Included in the committee must be a member from the preceding year. The committee shall present a slate of nominees for election as officers and directors at the annual meeting of the Association. Election requires a majority vote by those present.

Section 7. When a vacancy occurs among the officers, the nominating committee shall present for nomination one or more names of current Friends to fill the unexpired term to the board. Vacancies shall be filled by a majority vote of directors at any duly constituted meeting of the board.

Section 8. Vacancies among the directors may be left open until the next annual meeting, or may be filled at any regular board meeting by a vote of the majority. Directors so elected serve until the next annual meeting, when they could stand for election to a full term as outlined in Section 3 above.

Section 9. Removal Procedure. A board member or officer may be removed for cause by vote of two-thirds of the board members attending a regularly scheduled meeting where the item had been placed on the written agenda distributed at least two weeks prior to the meeting.

## **ARTICLE V – DUTIES OF THE OFFICERS**

Section 1. The president shall preside at all meetings of the Association and of the board and appoint standing committees (membership, program, public relations, etc.) and the chairpersons thereof. The president is an ex officio member of all committees, except the nominating committee. The president is also responsible for the signing of checks.

Section 2. The vice president shall, in the absence or disability of the president, perform all the functions of the president with the exception of the duty of signing checks during such absence or disability.

Section 3. The treasurer shall be responsible for handling all monies of the Association and shall keep appropriate and accurate records. Any check or disbursement must be signed by the president, except in the event of the disability of the president, the treasurer shall be responsible for signing checks. A financial report shall be presented at all meetings of the board and at the annual meeting of the Association.

Section 4. The secretary shall keep a record of all meetings of the board and of the Association. The secretary shall distribute a draft of the minutes prior to each meeting, and record for the permanent record any corrections made at the time of acceptance. At the end of each year, the secretary shall provide a complete set of the official minutes to the Friends Office for long-term retention.

## **ARTICLE VI – EXECUTIVE COMMITTEE**

Section 1. An executive committee shall consist of the officers and the immediate past president and shall meet at the discretion of the president between meetings of the board of directors. Recommendations made by the committee shall be submitted to the board for approval at its next meeting.

### **Section 2. ARTICLE VII – EXECUTIVE LEADERSHIP TEAM**

The executive leadership team shall be comprised of the board of directors. See Article IV, Section 2 above. The management team will meet quarterly to develop programs and projects that will increase fundraising as well as the visibility of the library and the Friends. The Executive Leadership Team will determine and assign task forces to implement these programs and projects and will oversee their accomplishment.

## **ARTICLE VII – MEETINGS**

Section 1. The annual meeting of the Association shall be held once a year, at a time and place determined by the board. Fifteen (15) members shall constitute a quorum, and action on motions shall be decided by a vote of a majority of those present. Notices of meetings shall be sent two weeks in advance of the date thereof.

Section 2. Special meetings of the association may be called by the president or the board or upon written request of five members. The notice shall be sent at least two weeks prior to the date of the meeting. The business to be discussed shall be stated in the notification to all association members.

Section 3. Regular meetings of the board of directors shall take place at least four times a year. Four (4) board members shall constitute a quorum, and motions shall be carried by a vote of the majority. Notices shall be sent to board members at least one week before the meeting. Special board meetings may be called by the president with at least forty-eight hours notice to board members.

Section 4. The director of the library, president of the board of the Anytown Public Library, Inc, and/or other staff members will be invited to participate in board meetings on a non-voting basis.

## **ARTICLE VIII – FISCAL PERIOD**

Section 1. The fiscal year of the association shall start on July 1 and end on June 30.

## **ARTICLE IX – CONFLICT OF INTEREST**

No part of the net earnings of the organization shall inure to the benefit of, or be distributable to its members, directors, officers, or other private persons, except that the organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes of the association. Where

conflict of interest may be thought to exist for a board member, the member shall inform the Board and abstain from any inappropriate participation in the matter.

#### **ARTICLE IX – AMENDMENTS TO BYLAWS**

Section 1. These bylaws may be amended, in whole or in part, by two-thirds vote of those present at a meeting of the Association provided that the meeting notice contains specific notice of Intention and that a summary of proposed change/changes is included.

#### **ARTICLE X – PARLIMENTARY PROCEDURE**

When any formality beyond the ordinary courtesies of joint action is required, Roberts Rules of Order (most recent edition) shall govern the proceedings.

#### **ARTICLE XI – DISSOLUTION**

Upon the dissolution of the organization, assets shall be distributed for tax exempt purposes within the meaning of section 501 (c) (3) of the Internal Revenue Code, or corresponding section of any future tax code, to the Anytown Public Library Corporation, Anytown, MA.



## **Appendix G - Procedures for Small Purchases** (Guidelines and Links for FCPL Staff)

### **Purpose:**

To provide the most efficient and effective process for securing small purchases. Also includes guidance on food purchases, cleaning supplies and gift cards

### **Funding**

Small purchases may be funded in three ways:

1. **Branch supply budget.** This is strongly encouraged as it requires no paperwork and enables FCPL to track expenses. If Friends continually pay for programming supplies and other small purchases FCPL will not be able to appropriately budget for them. It also ensures that purchases abide by procurement regulations and use County-approved vendors. Branch staff must plan and budget to meet needs through the end of the fiscal year.
2. **Friends "small purchases" budget.** Branch managers may work with their Friends during the annual planning process to establish a one-time annual monetary gift for small purchases. FSD staff will draw on these funds as branch staff request to cover small purchases throughout the year. Please see Procedures for Handling Gifts for detailed instructions. Branches must use the FCPL Gift Fund Form to request all purchases. These funds are not used for major purchases or to circumvent the regular gift process. Branch coordinator approval is not required.
3. **Petty cash.** When circumstances prevent advanced planning, branch staff may be reimbursed for small purchases that do not exceed \$100, via DTA cashiering petty cash custodian located in the Tax Office in the Government Center. Claims for petty cash reimbursement must be supported by proper documentation and submitted within the same fiscal year the expenditures were incurred. This should be the last option, after numbers 1 and 2, as it requires travel time to the Government Center and it should only happen for programs that cannot be planned in advance. Fairfax County Petty Cash procedures are available in Accounting Technical Bulletin 20030. Procedures for the Use of Petty Cash are on page 16. The petty cash form, Attachment C, is on page 24.

**Note:** Staff may use their supply budget or Friend's small purchases budget to pay for programming supplies, office supplies, and other small purchases. Please note that unspent general fund supply budget money will not carry over from one fiscal year to the next. Unspent gift fund money will carry over from one fiscal year to the next. Branches will be assigned a new tracking number at the beginning of each fiscal year that will reflect the balance of any unspent funds carried over.

### **Food Purchases**

Each approved food purchase should be fully documented to include the specific business purpose, purchase authorization signature, vendor quotations (if appropriate), original/itemized receipts or invoices, number of attendees, names of attendees. Purchase documentation should be retained for at least three years.

#### **1) General Guidance**

FSD staff often field questions about using county funds to make food purchases such as groceries, meals, and catering. Because branches have diverse missions and needs, there is no "one size fits all" answer to many food-related questions. However, in lieu of any published procedures for food purchases, we offer the following guidelines to help staff determine the appropriateness of using government funds for food purchases.

Before making a food purchase, consider the following questions: Does the purchase have a legitimate business purpose? Is the purchase appropriate? Would the library be embarrassed if the details of the purchase appeared in the media?

Here are some examples of grocery, meals and/or catering purchases that might be considered a legitimate business purpose for your branch or department:

- Light refreshments served during multi-agency conferences or training sessions
- An annual thank-you luncheon for unpaid volunteers
- Refreshments for an annual employee awards ceremony
- Refreshments for a community open house

If the purchase seems appropriate, you must also confirm the following:

- The expense is included in your budget
- The expense has been reviewed and approved by a supervisor, manager, and/or department head
- The food and beverage choices are economical
- You have solicited the required number of vendor quotations for orders over \$5,000; and, when possible, you have solicited competition for orders under \$5,000. Reference [DPMM Food Purchases](#)

**2) Friends of the Library** - Food for programs and volunteer events may be paid for by Friends groups. Staff may purchase food and submit receipts to Friends for reimbursement following Friends' procedures.

### **Gift Cards**

It is strongly encouraged that branches seek the assistance of their Friends if they wish to obtain gift cards. Gift cards should be treated in the same way as cash with appropriate security and tracking.

For those branches or programs without a supporting Friends group such as the Summer Reading Program please contact FSD for further guidance. The use of gift cards requires a tracking mechanism to include the names of any individuals/reason/event that receive a gift card. It is FCPL policy that gift cards shall not be given to county employees as awards or in appreciation due to tax requirements. [PM 18, Awards Programs, Section B-Departmental Awards](#) states that in accordance with the IRS all taxable/cash value gifts (e.g. gift cards) must be taxed as supplemental wages (25% federal supplemental tax rate and applicable state tax rate) and departmental payroll contacts must process applicable documentation. FCPL procured Gift Cards should not be used as "petty cash" for miscellaneous small purchases for branch needs.

### **Items not approved for purchase**

#### **1) Food**

Food purchases made with county funds for events, such as the examples listed below, may not have a legitimate business purpose and might be considered inappropriate:

- Holiday parties
- Retirement receptions
- Baby showers
- Staff meetings
- Working through lunch

#### **2) Hazardous Materials**

Hazardous materials include cleaning products such as bleach or ammonia, disinfectants, insecticides, aerosol paints

Physical Hazards: combustible, flammable, explosive, reactive, pressurized (compressed gases);  
Health Hazards: toxic, carcinogenic, corrosive, irritant, or sensitizer. A chemical is considered to be carcinogenic if it has been evaluated by the International Agency for Research on Cancer (IARC) and

found to be a carcinogen or potential carcinogen, or if it is listed as a carcinogen or potential carcinogen in the Annual Report on Carcinogens published by the National Toxicology Program (NTP), or if it is regulated by OSHA as a carcinogen. References: [Haz Mat Cleaners](#)

### **3) Cleaning Supplies**

Cleaning products that FMD Contract Custodial Services are responsible for providing should not be purchased with small purchases funds.

**Questions? Please email [LIBGiftFund@fairfaxcounty.gov](mailto:LIBGiftFund@fairfaxcounty.gov)**

## Appendix H - Technology Equipment/Services paid with Friend's Donations

(Guidelines and Links for FCPL Staff)

[http://fairfaxnet.fairfaxcounty.gov/agencies/library/Pages/friends\\_technology\\_donation.aspx](http://fairfaxnet.fairfaxcounty.gov/agencies/library/Pages/friends_technology_donation.aspx)

### **Purpose:**

To provide the most efficient and effective process for the procurement of technology equipment/services which may be added to a branch and paid with Friends donations. Requested technology equipment/services should not connect to the County network and should not require ongoing DIT support. Examples may include 3D printers, AWE early literacy computers, non-networked laptops, etc.

When procuring technology equipment/services with Friends donations, users should adhere to the following process to facilitate the request.

### **Follow these steps:**

1. Branch Manager selects an approved initiative\* or a branch specific initiative for consideration by the Friends.
2. Branch Manager discusses project initiative with their Branch Coordinator.
3. Branch Coordinator discusses initiative with the library's IT department to provide perspective relative to the technology request.
4. Branch Coordinator discusses initiative with the library's Administrative Services department to discuss any related ADA or space planning issues related to the request.
5. Branch Coordinator approves or disapproves the project and communicates back to Branch Manager.
6. If approved and the Branch Manager wishes to proceed, the IT department will complete a tech review if required and arrange for vendors' quotes. The Administrative Services department will view placement, space requirements, furniture needs, etc. and provide referrals to other County agencies and/or approve placement and furniture requests.
7. Branch Manager discusses the proposal and cost, based on quotes obtain by the IT department/Administrative department with Friends group President.
8. If Friends wish to pursue, Branch Manager gets a check from the Friends group to cover the amount of the technology cost, warranty cost, and installation cost if applicable. Depending on the scope of the project, costs could also include furniture, removal of existing furniture, etc. The maximum product warranty available must be purchased to optimize the use of the technology throughout the equipment life-cycle. Branches will be responsible for absorbing any related recurring consumable cost within their respective supply budgets (or through Friends gift donations) such as filament for a 3D printer.
9. Complete the [FCPL Gift Fund Form](#), please attach the vendor quote and any instructions related to the gift.
10. Send the original check to FSD.
11. After the goods are acquired, Branch or Administrative staff will tag the equipment if required.
12. For questions please email [libgiftfund@fairfaxcounty.gov](mailto:libgiftfund@fairfaxcounty.gov).

\*Branch Managers may identify a new technology initiative which may be site specific for their branches, or refer to a listing of suggested technology equipment/services which will be provided periodically by DLT.

### **Purpose:**

To provide the most efficient and effective process for the procurement of technology equipment/services which may be added to a branch and paid with Friends donations. Requested technology equipment/services should not connect to the County network and should not require ongoing DIT support. Examples may include 3D printers, AWE early literacy computers, non-networked laptops, etc.

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4. Branch Coordinator discusses initiative with the library's Administrative Services department to discuss any related ADA or space planning issues related to the request.
5. Branch Coordinator approves or disapproves the project and communicates back to Branch Manager.
6. If approved and the Branch Manager wishes to proceed, the IT department will complete a tech review if required and arrange for vendors' quotes. The Administrative Services department will view placement, space requirements, furniture needs, etc. and provide referrals to other County agencies and/or approve placement and furniture requests.
7. Branch Manager discusses the proposal and cost, based on quotes obtain by the IT department/Administrative department with Friends group President.
8. If Friends wish to pursue, Branch Manager gets a check from the Friends group to cover the amount of the technology cost, warranty cost, and installation cost if applicable. Depending on the scope of the project, costs could also include furniture, removal of existing furniture, etc. The maximum product warranty available must be purchased to optimize the use of the technology throughout the equipment life-cycle. Branches will be responsible for absorbing any related recurring consumable cost within their respective supply budgets (or through Friends gift donations) such as filament for a 3D printer.
9. Complete the Gift Form and then email a copy/scan of the check and vendor quote to [libgiftfund@fairfaxcounty.gov](mailto:libgiftfund@fairfaxcounty.gov).
10. Send the monetary gift, any instructions related to the gift, and the gift form to FSD.
11. After the goods are acquired, Branch or Administrative staff will tag the equipment if required.

\*Branch Managers may identify a new technology initiative which may be site specific for their branches, or refer to a listing of suggested technology equipment/services which will be provided periodically by DLT.

## Appendix I - Procedures for Paid Programs for Branches Using Friends Funds

(Guidelines and Links for FCPL Staff)

[http://fairfaxnet.fairfaxcounty.gov/agencies/library/Pages/paid\\_program.aspx](http://fairfaxnet.fairfaxcounty.gov/agencies/library/Pages/paid_program.aspx)

### **Follow these steps:**

- Discuss branch programming budget with branch manager to verify your Friends will support an outside performer or if there are existing unrestricted gift funds available to pay for the program.
- Contact the performer and agree on price, date, time, title, etc. Tell the vendor all paperwork will come from the [Financial Services Department \(FSD\)](#) - no need to get their contract. Any paid program requests to use gift funds must be received by FSD at least 30 days before the day of the event.
- Get a check from your Friends group to cover the amount of the program. The check should be made out to "FCPL." Contracts cannot move forward until the check is received by [FSD](#). Funding should always be secured before scheduling a program. If using existing gift fund money, please note the check # (or tracking # if known) on the gift fund form.
- Complete the on-line [FCPL Gift Fund Form](#); on Step 4 Donation/Purchase Information select the Paid Program radio button and complete the program detailed information including contact information for performer.
- Complete the calendar program information in [LIBCal](#). In the Internal Tags drop down, select Paid Program.
- Send all original checks through delivery to [FSD](#). Please keep a copy of the check at your location in the event the original check is lost in delivery.
- When the on line gift fund form is completed and the check is received by [FSD](#), paperwork will be sent to the performer, including a contract, invoice, and W9.
- As the program date nears, contact the performer with any final program details, such as location, arrival time, set up, etc.
- After the program has been presented/completed, e-mail the Lib Program Completion folder [LIBProgramCompletion@fairfaxcounty.gov](mailto:LIBProgramCompletion@fairfaxcounty.gov) to notify FSD the program is complete. Only after this e-mail has been received will the payment process move forward.
- Payment terms for performers are Net 30 — this means 30 working days after the e-mail is sent, the check will be mailed to performer.
- Any questions please email [libgiffund@fairfaxcounty.gov](mailto:libgiffund@fairfaxcounty.gov). Please include your branch in the email subject line.
- Please direct performers/vendors with questions/inquiries about payments or paperwork to [FSD](#).

### **Reminders:**

- Please complete the Gift Fund Form as soon as the arrangements have been made. 3-6 months in advance is very helpful! Requests must be received at least 30 days before the event or the event may need to be rescheduled. Send your checks and complete the Gift Fund form as soon as you book the program and before you enter the program into [LIBCal](#).

## **Frequently Asked Questions:**

### **What items do I need to send to Administration for a Paid Performer program in my branch?**

- Get a check from your Friends group to cover the amount of the program. Check should be made out to "FCPL" — not to the performer. Send the check to [FSD](#). You can send one Friends check to cover multiple programs.
- Complete the online [FCPL Gift Fund Form](#) request completely to include the check number, date and amount.
- When the program is complete, e-mail FSD at [LIBProgramCompletion@fairfaxcounty.gov](mailto:LIBProgramCompletion@fairfaxcounty.gov) so the performer will be paid.
- If a paid program has been cancelled or changed email FSD at [LibGiftFund@fairfaxcounty.gov](mailto:LibGiftFund@fairfaxcounty.gov)

### **What items do I need to send to Administration for a program presented by an outside group (not a Fairfax County agency)? What do I send for a free program?**

- Monetary donations to a nonprofit in exchange for a program are not standard. Please contact FSD **before** contacting the performer.
- If your program is free, you do not need to complete a Gift Fund request/form. In the Internal Tags drop down, select Volunteer Program

### **How do I coordinate a Paid Performer or Program through the Fairfax Library Foundation?**

Contact the [Foundation](#) for details.

## **Appendix J - Acceptance, Review, and Disposition of Donated Items** (Guidelines and Links for FCPL Staff)

### Introduction

These guidelines do not cover donations from local authors, civic groups, etc., or materials in languages other than English. Such requests should be forwarded to [Collection Services](#).

### Staff and/or Volunteers: Who Manages Donations?

Library staff members are encouraged to screen gift books as they come into the branch. Many high-demand items such as current popular fiction and magazines are donated to the Library in excellent condition. These items can then be added to the collection to fill holds and generate extra circulation.

Please note that only titles currently owned by FCPL may be added to a branch's collection.

Each branch has at least one staff member assigned to evaluate gift books on a regular basis, and most branches use a combination of staff members (usually librarians and/or info assistants) and volunteers for this purpose. Often, a member of the Friends of the Library group acts as a Book Sale Coordinator and manages incoming donations along with staff members. In cases where volunteers are involved in screening donations, it is advisable for staff members to perform the initial screening and set aside books that might be added to the branch's collection. If these materials are not sent to Technical Operations for addition to the collection, they can then be passed on to the Book Sale Coordinator (and/or other volunteers) for pricing and sale.

### What to Accept and What Not to Accept

In the interest of providing good service, branches are advised to accept all book donations that are physically brought to the building by a customer. However, it is a good idea to have some restrictions in place, and to note these restrictions in a written gift book policy (each branch's Donation Process is posted on the Friends section of the Branch web page). This policy may be distributed to staff, posted in a public area, and referred to when speaking with customers over the telephone. It is up to the staff at each branch to create a gift book policy that works best for them.

In addition to establishing ongoing restrictions, branches may reserve the right to refuse all donations for a limited time when space is too tight to accommodate any more.

It is FCPL policy to provide gift receipts to customers who donate materials. The Library does not assign a monetary value to the donation.

### Common Gift Book Restrictions

While it is up to branch staff to decide which materials are acceptable for donation to the Library and which are not, the following materials should be declined based on FCPL's weeding guidelines:

Items in bad, soiled, damaged, or moldy condition.

Textbooks, especially those that are more than a few years old.

Magazines that are more than a few years old. Many branches make an exception to this rule for certain titles such as National Geographic, Smithsonian, Architectural Digest, and magazines featuring food and recipes.

Encyclopedia sets that are very old (more than fifteen or twenty years).

Technical, professional, and legal journals.

Personal finance books that are more than a few years old.

Medical books that are more than a few years old.

Audio-visual materials. Note: although some branches restrict audio-visual items, others welcome them and consider them popular book sale items.

Computer books that are more than a few years old.

Law books that are more than a few years old.



### Adding Gifts to the Collection

Below are the most common reasons staff members request that donated books be added to the collection.

Title is in high demand (best seller, book club title, etc.).

Book is about a popular subject or written by a popular author.

Item can be used to replace a lost, damaged, worn out, or missing title.

Item is in pristine, "like new" condition.

Book is a classic work of fiction or non-fiction.

Title fills in a gap in a popular series.

### Gifts That Are Not Added to the Collection

Gifts in good condition that are not added to FCPL's collection may be donated to the Friends for sale.

Gifts in poor condition should be discarded.

## Appendix K - Withdrawal Instructions Pertaining to Friends

The guidelines below are for FCPL staff and Friends to follow when handling withdrawn materials. Friends may work with their Branch Manager regarding the acceptance of withdrawn materials.

Withdrawn items may be offered to the Branch's Friends Group who will accept or decline all withdrawn materials.

- Once accepted, withdrawn items become the property of the Friends, and may be sold, donated or recycled.
- Materials accepted by the Friends Group may not be disposed of or transported using County resources.
- All Friends Groups have opted out of receiving withdrawn material from other branches. (July 2016)

*(This step meets the requirements of the Library Board of Trustees, the Board of Supervisors, and requests from Friends of the Library groups.)*

### Sending Material to DPSM

Withdrawn Library materials declined by the Friends of the Library Groups must go to the Department of Purchasing and Supply management through the County surplus property/disposal process:

- Each withdrawn item must be clearly marked out per instructions above.
- Withdrawn materials should be sent in a full delivery bin clearly indicated as withdrawn materials.
- Use signage that says: "Withdrawn FCPL materials for DPSM"

*(This is a County regulation followed by all County Agencies: The library must follow rules that are in place regarding the disposal of county property. The library is granted an exception in order to donate to Friends Groups. Under the Code of Virginia, Section 42.1-40, the Library Director has authority, to donate used, discarded items to Friends of the Library organizations. However, items that are deemed "surplus," are governed by County Procedural Memorandum 12-03 administered under the Department of Purchasing and Supply Management. Through their purview, items can be sold at auction or donated only to organizations that have been approved to receive county assets by the Board of Supervisors).*

## **Appendix L - Fairfax County Code of Ethics** (Guidelines and Link for FCPL Staff)

<http://fairfaxnet.fairfaxcounty.gov/Dept/CEX/Pages/Code-of-Ethics.aspx>

The Fairfax County Code of Ethics defines a foundation of behavior for all employees of Fairfax County. This official guidance establishes an ethical framework for all employee actions. The term "employees" as used here includes all personnel, volunteers and all elected and appointed officials working on behalf of Fairfax County.

The code is intended to inspire a superior level of conduct, sensitivity and sound judgment for all employees and to complement, not replace all professional codes of ethics. Employees should be aware of and abide by their respective professional values and requirements.

All employees must perform their designated function in a manner that reflects the highest standards of ethical behavior. All employees are obligated to respect, honor and uphold the Constitution, laws and legal regulations, policies and procedures of the United States, the Commonwealth of Virginia, and the County of Fairfax.

The code of ethics is supported by six core principles that form the ethical foundation of the organization: Honesty, Public Service, Respect, Responsibility, Stewardship and Trust.

I. Honesty: Be truthful in all endeavors; be honest and forthright with each other and the general public.

II. Public Service: Ensure all actions taken and decisions made are in the best interest of the general public.

III. Respect: Treat all individuals with dignity; be fair and impartial; affirm the value of diversity in the workplace and in Fairfax County; appreciate the uniqueness of each individual; create a work environment that enables all individuals to perform to the best of their abilities.

IV. Responsibility: Take responsibility for actions; work a full day; conduct all workplace actions with impartiality and fairness; report concerns in the workplace, including violations of laws, policies and procedures; seek clarification when in doubt; ensure that all decisions are unbiased.

V. Stewardship: Exercise financial discipline with assets and resources; make accurate, clear and timely disclosures to the public; maintain accurate and complete records; demonstrate commitment to protecting entrusted resources.

VI. Trust: Build regard for one another through teamwork and open communication; develop confidence with the public by fulfilling commitments and delivering on promises.

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[www.fairfaxcounty.gov/library](http://www.fairfaxcounty.gov/library)



Fairfax County Public Library  
12000 Government Center Parkway  
Suite 324  
Fairfax, VA 22035



A Fairfax County, Va.  
publication



To request reasonable ADA accommodations,  
call 703-324-8380 or TTY 703-324-8365.

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