

**Memorandum of Understanding between  
Forsyth County Public Library (FCPL)  
and Forsyth County Public Library Friends and Advocates (Friends)**

**Revised 6/27/18**

**Purpose**

The following will constitute an operating agreement between FCPL and the Friends. It will stand until and unless it is modified by mutual agreement of the Friends Executive Board and the FCPL Board of Trustees.

FCPL's mission: FCPL champions literacy, lifelong learning, and personalized service to all patrons.

The Friends' mission: The organization exists to support programs, resources (human and financial), and staff of each branch of the Forsyth County Public Library to promote literacy in our community, and to encourage residents to visit the library and make full use of its resources. This is to be accomplished through the volunteer staff and the revenue raised through the sale of culled and donated books and media.

**Authority**

FCPL is governed by a Library Board of Trustees, consisting of five members appointed by the Forsyth County Board of Commissioners. The Library Board is a legal entity that has the authority to make policy and govern the affairs of the Library.

The Friends are governed by a Board of Directors, with the FCPL Library Director and/or the Director's designee ex-officio. The Friends are a non-profit, 501(c)(3) organization, subcategory 509(a)(2). It is a legally distinct entity and is not a part of FCPL.

Both organizations have bylaws that govern their actions, and boards of both organizations have accepted this Memorandum of Understanding.

So that there will be no conflict of interest, consistent with the FCPL Personnel Policy (section B-2), a Board Member of the Friends cannot become a staff member of FCPL. Likewise, a staff member of FCPL cannot become a Board Member of the Friends. However, an individual can be both an FCPL employee and a Friends member and volunteer. If an FCPL employee is volunteering for the Friends, care must be taken to separate the two roles in order to comply with applicable labor laws.

**Support and Planning**

FCPL agrees to provide information to the Friends about the Library's objectives, priorities, and significant events. At a minimum, the Friends Board of Directors will receive a copy of the staff newsletter and a library representative will provide an update on library activities at every official Friends meeting.

The Friends agree to publicly support FCPL.

## **Allocation of Resources**

FCPL will provide an outline of funding needs each year in order to include Friends funding in its annual budget planning process for the following fiscal year. If unexpected needs or special opportunities arise, additional requests may be submitted outside of the budget planning process. After the end of each fiscal year (or upon request), the Library will provide the Friends with a detailed list of actual expenses funded by the Friends.

The Friends agree that any and all monies will be spent exclusively for: 1) library programs, services, and other library-defined needs; 2) operational expenses of the Friends, such as office supplies, book shelves, and volunteer recognition; 3) other expenditures agreed to by both the Friends and FCPL. The Friends will respond in a timely manner to funding requests. The Friends will have the final say to approve or not to approve all monetary requests. The Friends may disperse funds in quarterly installments to ensure adequate cash flow throughout the year. The Friends agree that FCPL has the final say in accepting or declining any and all gifts made to the library.

## **Friends Meetings**

FCPL agrees to provide the Friends with library meeting room space for their meetings and to have a member of the library's administration attend the Friends' meetings.

The Friends agree to conduct meetings as per their bylaws, and to include a member of the library's administration as a non-voting presence at all of these meetings.

## **Library Materials**

FCPL agrees to provide the Friends with withdrawn library materials and donated materials not selected for the library collection.

The Friends agree to follow policies established by the Library Board of Trustees regarding withdrawn materials and donations. The following is an excerpt from the Collection Development Policy:

Materials are updated and titles which are worn, outdated, or no longer in demand are removed on a systematic and continuous basis. Withdrawn materials may be discarded or sold at public sale. Remainders from public sales may be donated to nonprofit organizations or county agencies. Materials which are withdrawn from the collection may not be given to individuals or businesses.

Nonprofit organizations that receive remainders from public sales must have the appropriate exemption from the Internal Revenue Service (IRS). The status of a specific organization may be determined by using the IRS Exempt Organizations Select Check at <https://www.irs.gov/charities-non-profits/exempt-organizations-select-check>.

The Friends may use the services of a third party that has a specific program for working with public libraries and Friends organizations to help manage discarded and donated books.

## **Bookstores**

FCPL agrees to provide the Friends with space in the Cumming, Post Road, and Sharon Forks branches to use for sorting and sales of book sale books. There is no bookstore at the Hampton Park branch; library staff maintain sale shelves at that location. FCPL will remove

material labeled trash and recycling to the library dumpsters. FCPL will handle general building repairs, such as flooring, painting, electrical, and lighting issues and will pay for utilities. FCPL will utilize interlibrary transportation services to transport boxes between stores as needed.

The Friends agree to follow the dress code established by FCPL. The Friends agree to maintain the workroom and bookstore spaces in good order, following fire code, ADA regulations, and library staff direction on maintaining safe conditions. The Friends agree to consult with the library before adding any furniture or making any changes to the bookstores. The bookstores will be open during all open library hours. The Friends' volunteers agree to work in the sorting room or the bookstore only during hours that each library branch is staffed. The Friends agree to keep all sales activities within the bookstore except for FCPL-approved "Pop-up" sales. The Friends' volunteers agree to refer bookstore customers needing informational or readers' advisory service to library staff.

### **Marketing and Advocacy**

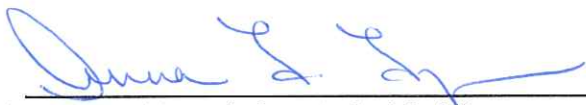
FCPL agrees to promote the Friends' mission by providing public space for the Friends membership brochures and promotional materials in library displays and on the library website, and to publicly acknowledge and promote Friends donations.

The Friends agree to engage in advocacy efforts on behalf of FCPL under the guidance of the Library Director and the Library Board of Trustees.

### **General Terms**

This Memorandum of Understanding will stand until and unless it is modified or amended by mutual agreement of the Library Board of Trustees or the Friends, or canceled by either party. An assessment of the usefulness of this MOU to both organizations will be made every two years through the governing bodies of both organizations. The Friends agree that if they cease to actively fundraise and promote FCPL, they will disband and allow for a new Friends group to be established.

### **Signatures**

  
\_\_\_\_\_  
Director, Forsyth County Public Library

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
President, FCPL Friends & Advocates

  
\_\_\_\_\_  
Date