

CUMBERLAND COUNTY

NORTH CAROLINA

THIS AGREEMENT hereinafter referred to as Memorandum of Understanding or MOU, entered this 1st day of September, 2022 by and between CUMBERLAND COUNTY, by and through its PUBLIC LIBRARY (hereinafter referred to as LIBRARY or CUMBERLAND COUNTY or COUNTY), and the FRIENDS OF THE CUMBERLAND COUNTY PUBLIC LIBRARY, INC. (hereinafter referred to as FRIENDS).

WHEREAS the FRIENDS was incorporated as a non-profit 501 (c) (3) organization in 1976 and is a legally separate and distinct entity that is not a part of the LIBRARY nor CUMBERLAND COUNTY GOVERNMENT; and

WHEREAS the mission of the FRIENDS is to raise money and public awareness in the community to support the services and programs of the LIBRARY; and

WHEREAS the FRIENDS is the associated fiduciary agent of the LIBRARY's Library Endowment Trust, Library Endowment Fund, Cumberland County, NC and other designated endowments, referenced in ATTACHMENT 1 with Cumberland Community Foundation and is a necessary financial support for the LIBRARY; and

WHEREAS the FRIENDS desire to offer library related products at LIBRARY locations for the purpose of generating proceeds for the donation to the LIBRARY; and

WHEREAS on May 4, 2009, the Cumberland County Board of Commissioners granted the approval of transfer of selected discarded books to FRIENDS; and

WHEREAS the LIBRARY deems it to be appropriate, and consistent with the Sponsorship Policy adopted by the Library's Board of Trustees, to grant the FRIENDS a sponsorship for the purposes set forth herein; and

WHEREAS a part of CUMBERLAND COUNTY government the LIBRARY intends to follow all established procedures and protocols for financial accountability with funding, staff time, and resources; and

WHEREAS the LIBRARY recognizes the critical importance of both financial accountability and the financial support of the FRIENDS.

NOW THEREFORE, the LIBRARY and the FRIENDS enter this Memorandum of Understanding and agree to the following terms and conditions:

AGREEMENT TERMS AND CONDITIONS

1. SPONSORSHIP

The LIBRARY grants the FRIENDS a sponsorship for the purposes of selling library-related products in that the net proceeds will be used to support and enhance the mission and goals of the LIBRARY. The sponsorship allows the FRIENDS to associate itself with the name of the LIBRARY and includes the rights and license to sell LIBRARY related products for the purposes of generating net proceeds for the LIBRARY.

The sponsorship granted to the FRIENDS shall be subject to the terms of the Library Board of Trustees' Sponsorship Policy. The FRIENDS accept the terms of the Sponsorship Policy and agree that the sponsorship granted herein shall be subject to the terms of the Sponsorship Policy.

2. SPACE

The LIBRARY will grant FRIENDS space as needed and as available for the purpose of establishing a temporary sales location in LIBRARY locations. The FRIENDS will notify the Library Director in writing of needed spaces at least two weeks prior to their need. The LIBRARY permits the FRIENDS the use of space in the Headquarters library for the specific purpose of selling discarded books. The FRIENDS understand that as a part of CUMBERLAND COUNTY government, the LIBRARY may reallocate their designated area if needed to better serve the citizens of CUMBERLAND COUNTY. If the LIBRARY must reallocate the FRIENDS space, the Library Director will provide the FRIENDS at least 60 days written notice and the location of the change.

The FRIENDS agree to the upkeep and tidy maintenance of their designated space within the LIBRARY. The FRIENDS agree to uphold all Fire Marshal and building safety codes as well as any mandates made by the COUNTY that pertain to COUNTY buildings. The FRIENDS agree that all items within the FRIENDS designated space, as purchased by CUMBERLAND COUNTY is property of CUMBERLAND COUNTY and must be used pursuant to and following all COUNTY guidelines and policies.

3. SALES AND PROCEEDS

The FRIENDS may sell approved library related materials from the designated sales facility. The Library Director will approve, in writing, the items to be offered for sale.

The hours of operation for the FRIENDS sales may be during any time that the branch is open to the public. The FRIENDS agree to make LIBRARY staff aware of any activity outside of Monday – Friday 8:00 a.m. – 5:00 p.m. via the Library Director.

The FRIENDS will work with the Library Director early in the planning process on any anticipated book sales or other needs, to ensure the following of all pursuant COUNTY guidelines prior to communication with FRIENDS members or the general public.

The FRIENDS shall apply the net proceeds of sale of approved items at any sales facility operated hereunder for the benefit of the LIBRARY. The FRIENDS agree that all monies raised will be spent exclusively for library programs, services and other defined needs of the FRIENDS unless otherwise agreed to in writing by both the FRIENDS and LIBRARY.

The FRIENDS shall bear all financial risk of sale of library related products hereunder. LIBRARY staff shall not be responsible for custody or control of any moneys generated from such sales and all such moneys shall be managed, kept, and controlled by persons authorized by the FRIENDS for such purpose.

4. MONIES AND DISBURSEMENTS

Whereas the FRIENDS and the LIBRARY are two distinct and separate entities, handling of funds must also be distinct and separate to ensure financial accountability.

THEREFORE, the FRIENDS will grant disbursement of funds to the LIBRARY for programs, services and items agreed upon in the disbursement process. The funds will be disbursed pursuant to a schedule and procedures as agreed upon in writing by the LIBRARY and the FRIENDS. The LIBRARY will process the fund disbursement from the FRIENDS via all CUMBERLAND COUNTY requirements pertaining to grants and grant management.

THEREFORE, no LIBRARY staff member shall make decisions regarding financial matters for the FRIENDS, nor will the LIBRARY maintain responsibility for FRIENDS financial processes and procedures.

5. MEMBERSHIPS AND SUPPORT

WHEREAS the FRIENDS exist as an entity to support the mission and vision of the LIBRARY.

THEREFORE, the FRIENDS agree to support the LIBRARY and its policies. The FRIENDS agree to include a member from the LIBRARY'S administration as a non-voting presence at all FRIENDS meetings and to allow room on the agenda for a report from the LIBRARY.

The FRIENDS and LIBRARY agree that all monies raised will be spent exclusively for LIBRARY programs, services, and other LIBRARY defined needs, unless otherwise agreed to in writing by both the FRIENDS and the LIBRARY.


THEREFORE, both parties agree that money received by the FRIENDS are to be used to support the LIBRARY and that those funds should supplement not supplant public funding. The FRIENDS agree that the LIBRARY administration has the final say in accepting and declining all gifts made to the library.

THEREFORE, the FRIENDS agree to engage in advocacy efforts on behalf of the LIBRARY under the guidance of the LIBRARY and the Library Board of Trustees.

6. TERMS AND CONDITIONS

Both the LIBRARY and the FRIENDS agree to the terms and conditions stated with this Memorandum of Understanding (MOU). This MOU will continue to be in effect, unless changed by a written agreement in the same or similar form signed by both parties. Any proposed changes by either party will be provided in writing at least 60 days in advance to the opposite party in advance of the requested effective date, in order for the necessary written documents to be completed.

The FRIENDS agree that if the FRIENDS cease to actively fundraise and promote the LIBRARY, they will disband for a new FRIENDS group to be established in the future. The FRIENDS agree to take the steps necessary to maintain non-profit status by following all directives from the IRS for a 501 (c)(3) organization, and to provide evidence to the LIBRARY of their continued status as a legal entity and as a 501(c)(3) organization.



President, Friends of the Cumberland County Public Library, Inc.

9-6-22

DATE



Director, Cumberland County Public Library

9/1/22

DATE

Approved for legal sufficiency upon formal execution by all parties:



Office of the County Attorney, Cumberland County

9/14/22

DATE

Attachment 1

Library Endowment Fund, Cumberland County, NC:

This fund shall be used exclusively for the benefit of the charitable purposes and functions of the donor and the library which is primarily to provide financial support of the library in addition to present or projected federal, state and local funds for the purpose of:

- ✓ Purchase of reading, viewing and listening materials and products in various formats; and/or
- ✓ Obtaining equipment, furniture and furnishings that enable or enhance the use of the library materials and services; and/or
- ✓ Secure special programs and services that help fulfill the mission and role of a public library of the community served.

(Funds may not be used for construction, remodeling or maintenance of public library facilities.)

Library Endowment Trust:

This fund shall be used exclusively for the benefit of the charitable purposes and functions of the donor and the library which is primarily to provide financial support of the library in addition to present or projected federal, state and local funds for the purpose of:

- ✓ Purchase of reading, viewing and listening material in various formats;
- ✓ Obtaining equipment, furniture and furnishings that enable or enhance the use of library materials and services; and/or
- ✓ Secure special programs and services that help fulfill the mission and role of a public library in the community served.

(Funds may not be used for construction, remodeling or maintenance of public library facilities.)

Flavia S. Thompson Endowment for the Library:

This Fund was started by Flavia Thompson's family. Per the agreement between the Friends of the Library and Cumberland Community Foundation (CCF), the disbursed funds shall be used to provide support for Friends of the Library with priority given to the book mobile, reading programs and programs open to the community.

Frances Brooks & Harry B. Stein Memorial Library Fund:

This fund shall be used exclusively for the development of a book and audio visual collection in the library devoted to the enhancement and improvement of teaching skills and education.

Magerstadt, Olive, Cherry Endowment Fund:

This fund shall be used to enhance client services and experiences at the Bordeaux branch library. It is the donor's intent to support special programs and events, expand the library's collection and enhance equipment available to clients at the branch.

Charles, Claudette & Claire Fitzgerald Endowment for the Library Fund:

This fund shall be used to purchase books for the library in memory of their daughter Claire, who worked for the library in the 1990s.

Pay It Forward Endowment for the Library:

This fund shall be used to provide support for library programs, materials, books, events and special projects. According to CCF, the donor is anonymous and at the donor's death the name of the fund will change to reflect his or her name.