



United Way of Mason County Partner Agency Memorandum of Understanding (MOU)

Agency Name:

Program Name:

Grant Amount:

Duration

The Period of Performance of this MOU is July 1, 2016 to June 30, 2018.

Purpose & Intent

The purpose of the Memorandum of Understanding (MOU) is to define and formalize the agreement between United Way of Mason County (724 W Railroad Avenue, Shelton, WA 98584) and Agency/Program named above.

The intent of the MOU is to set the cooperative basis of any and all obligations between the United Way of Mason County (UWMC) and above reference Agency/Program relative to the United Way's 2016 Community Impact Grant Funds. A clear understanding and mutual acceptance of the respective roles and responsibilities of the Agency/Program named above and the UWMC are essential to their joint effort to meet the critical needs of Mason County residents.

General Provisions

Agency referenced above agrees to adhere to the following terms associated with accepting program grant funds from the United Way of Mason County.

1. Agency agrees to deliver the program(s) described in its grant application and that the funds received from the United Way of Mason County will be used for operational and program expenditures for the approved program(s) as described in the Agency's grant application. Agency understands that United Way funds shall not be used for capital building expenditures. United Way funds can be used to purchase equipment necessary for the successful operation of the program as long as all equipment purchases were included on the UWMC grant. Agency acknowledges that funding is not transferable to another program without prior, written approval of the United Way of Mason County Board of Directors.
2. If the Agency eliminates the UWMC funded program during the MOU period of performance, or if the need for the funded program is lessened, the Agency is to notify the UWMC in a timely manner so that appropriate action can be taken.
3. During the MOU period of performance the Agency will inform the United Way of Mason County in a timely manner of all budgetary changes that affect programs and services conducted by the Agency.
4. Agency agrees to comply with the terms of accountability set by the United Way of Mason County – that is submission of the **Interim Community Impact Grant Report** (due January 31, 2016) and **Year-end Community Impact Grant Report** (due July 31, 2016).
 - **NOTE:** Agencies that fail to submit a Final Community Impact Grant Report will not be eligible for funding in the subsequent grant cycle.
5. Agency agrees to identify itself year-round in every practical manner as a recipient of UWMC support through the display of UWMC's logo on its property, the inclusion of the UWMC logo on all funded program promotional publications and website, and provide acknowledgement of UWMC funding in press releases.

6. Agency acknowledges that the amount of grant funding actually allocated to it may not be equal to the amount originally awarded. The Agency understands the difference between award and funds disbursed is dependent upon a number of factors including, but not limited to, change in economic factors, percentage of pledges actually collected or received by the United Way of Mason County and compliance by the Agency with all provisions of this MOU. Furthermore, the Agency understands and agrees that the United Way of Mason County Board of Directors may alter the amount disbursed to the Agency during the award period based on the Agency's non-compliance with the provisions of this MOU or substantial change in local economy.
7. Agency agrees to report in writing in a timely manner to the Executive Director of the United Way of Mason County any investigation by any police agency, any government treasury department investigation or any other regulatory agency investigation (particularly regarding allegations of financial or managerial misconduct or allegations of criminal misconduct by the agency or by any member of its board or staff.) The Agency further agrees that the United Way of Mason County will be advised in a timely manner of any adverse accountant or auditor reports or remedial financial recommendations.
8. Agency agrees to support and assist with the annual fundraising campaign of the United Way of Mason County through volunteer involvement (including availability of staff and/or clients for speaking engagements) and will ask the Agency's Board of Directors, volunteers and staff members to consider providing financial support of the annual UWMC fundraising campaign.
9. Agency will offer services or programs within Mason County.
10. Agency will be registered and in good standing with the Washington Secretary of State and the IRS as a 501(c)(3) organization, complying with all applicable regulation, bylaws and articles.
11. Agency will install a separate qualified (non-paid) volunteer Board of Directors or advisory committee, which meets at least four times a year. Mason County residents shall be part of each Board or committee and non-paid staff may have voting privileges.
12. Agency will allow access to program and financial records to representatives of UWMC if requested.
13. All agencies will submit the most recent copy of an IRS 990 report, a board of director list, and any other requested documentation annually. For agencies with revenues greater than \$250,000 documentation of a recent (within the last 12 months) financial review or audit is also required annually.
14. United Way Worldwide requires that all funded Agencies certify that all UWMC funds and donations will be used in compliance with all applicable anti-terrorist financing and asset control laws, statutes and executive orders.

In compliance with the USA PATRIOT Act and other counterterrorism laws, The United Way of Mason County requires that each agency certify the following:

"I herby certify on behalf of (agency) that all UWMC funds and donations will be used in compliance with all applicable anti-terrorist financing and asset control laws, statutes and executive orders.

15. Each year of the funding cycle, we strongly suggest your agency attends five of ten Community Services Group meetings to coordinate and prevent duplication of services and best meet the needs of our community.

Agency's signature on this MOU indicates compliance with the above statement.

United Way of Mason County (UWMC) agrees to adhere to the following during the MOU period of performance.

16. UWMC will respect the agency's autonomy and right to determine its own policies, procedures and programs in meeting its mission and vision statements.
17. UWMC will conduct an annual fundraising campaign to meet the needs of the community.
18. UWMC will allocate funds through an annual Community Impact Grant process that requires review and reporting procedures to ensure accountability and effectiveness of funded programs.

19. UWMC will provide adequate and unbiased review of grant applications by responsible volunteer panels and committees of Mason County citizens to ensure expenditures of funds meet priority needs of the community and support the UWMC missions.
20. UWMC will follow accepted accounting principles and have an annual independent audit completed.
21. UWMC will promote each funded agency by name/program and services to the community.
22. UWMC will disburse approved grant funds as indicated under items #6 and #7 above.
23. UWMC will honor designations to Agency without impact on approved grant funding.

Termination

Failure to comply with the provisions of this MOU may result in termination of grant funds and/or Partner Agency status. Termination shall be accomplished through a vote of the United Way of Mason County Board of Directors and a written notice detailing reasons for termination sent to the Agency via certified mail.

Agency may terminate this MOU at any time by sending via certified mail a written notice to the United Way of Mason County. The United Way of Mason County reserves the right to discuss any Agency’s decision to terminate this agreement with the Agency’s Executive Committee.

Agreement

United Way of Mason County will attend to the provisions outlined within this document, and signing below affirms its commitment to do so. The signature of Agency representatives highlights its commitment to the same. Before grant funding can be released, UWMC must have this signed document on file.

This MOU has been read and approved.

AGENCY

Executive Director

Print Name and Title

Signature and Date

President of the Board

Print Name

Signature and Date

UNITED WAY OF MASON COUNTY

Executive Director

Carrie Lemmon, Executive Director

Print Name and Title

Signature and Date

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