



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, 2018 to June 30, 2020.

Purpose & Intent

The purpose of the Memorandum of Understanding (MOU) is to define and formalize the agreement between United Way of Mason County (536 W Railroad Avenue, Shelton, WA 98584) and the Agency.

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 the Agency relative to the United Way's 2018 Community Impact Grant Funds. A clear understanding and mutual acceptance of the respective roles and responsibilities of the Agency and the UWMC are essential to their joint effort to meet the critical needs of Mason County residents.

General Provisions

The Agency agrees to adhere to the following terms associated with accepting program grant funds from UWMC.

1. The Agency agrees to deliver the program(s) described in its grant application and that the funds received from the UWMC 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 request. The Agency acknowledges that funding is not transferable to another program without prior, written approval of UWMC 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 UWMC in a timely manner of all budgetary changes that affect programs and services conducted by the Agency agrees to comply with the terms of accountability set by the UWMC – submission of the **Interim Community Impact Grant Reports** (due January 31, 2019 and 2020) and **Year-end Community Impact Grant Report** (due July 31, 2019 and 2020)
 - **NOTE:** Agencies that fail to submit a Final Community Impact Grant Report will not be eligible for funding in the subsequent grant cycle.
4. The 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.
5. The 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 UWMC and compliance by the Agency with all provisions of this MOU. Furthermore, the Agency understands and agrees that the UWMC 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.

6. The Agency agrees to report in writing in a timely manner to the Executive Director of the UWMC 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 UWMC will be advised in a timely manner of any adverse accountant or auditor reports or remedial financial recommendations.
7. The Agency agrees to support and assist with the annual fundraising campaign of the UWMC 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.
8. The Agency will offer services or programs within Mason County.
9. The 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.
10. The 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.
11. The Agency will allow access to program and financial records to representatives of UWMC if requested.
12. 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.
13. 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 hereby 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.

14. Each year of the funding cycle, we strongly suggest your agency collective impact group meetings to coordinate and prevent duplication of services and best meet the needs of our community.
15. The Agency acknowledges fundraising blackout dates. During the United Way Campaign your agency agrees to not hold any events, direct mails or any other type of fund raising from October-December 15th annually with the exception of Giving Tuesday and Give Local.
16. A representative from your organization is required to attend quarterly United Way agency meetings.

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.

17. UWMC will respect the agency's autonomy and right to determine its own policies, procedures and programs in meeting its mission and vision statements.
18. UWMC will conduct an annual fundraising campaign to meet the needs of the community.

19. 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.
20. 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.
21. UWMC will follow accepted accounting principles and have an annual independent audit completed.
22. UWMC will promote each funded agency by name/program and services to the community.
23. UWMC will disburse approved grant funds as indicated under items #6 and #7 above.
24. 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 UWMC of Directors and a written notice detailing reasons for termination sent to the Agency via certified mail.

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

Agreement

UWMC will attend to the provisions outlined within this document, and signing below affirms its commitment to do so. The signature of the Agency representatives establishes 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 Name Here
 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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