



**ATTACHMENT G - 2010
COMMUNITY IMPACT GRANT
MEMORANDUM OF UNDERSTANDING (MOU)**

Agency Name:

Program Name:

Duration

The Period of Performance of this MOU is July 1, 2010 to June 30, 2011.

Purpose & Intent

The purpose of this Memorandum of Understanding (MOU) is to define and formalize the agreement between United Way of Franklin County (P.O. Box 342, Louisburg, NC 27549) 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 Franklin County (UWFC) and above referenced Agency/Program relative to the United Way's 2010 Community Impact Grant Award. A clear understanding and mutual acceptance of the respective roles and responsibilities of the Agency/Program named above and the UWFC are essential to their joint effort to meet the critical needs of Franklin 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 Franklin County.

1. Agency agrees to deliver the program(s) described in its grant application and that the funds received from the United Way of Franklin 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 United Way grant application under *Section 4: Funding Request & Financial Management* and purchase approval was noted in the grant award notification letter. Agency acknowledges that funding is not transferable to another program without prior, written approval of the United Way of Franklin County Board of Directors.
2. When the Agency realizes significant savings in budgeted items or receives unexpected income to the extent that the approved United Way of Franklin County funding is not needed as requested, the Agency is to inform the United Way in a timely manner so that appropriate action can be taken.

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3. If the Agency eliminates the United Way funded program during the MOU period of performance, or if the need for the funded program is lessened, the Agency is to notify the United Way in a timely manner so that appropriate action can be taken.
4. During the MOU period of performance the Agency will inform the United Way of Franklin County in a timely manner of all budgetary changes that affect programs and services conducted by the Agency.
5. Agency agrees to comply with the terms of accountability set by the United Way of Franklin County—that is, submission of the **Interim Progress Report** (due December 15, 2010) and **Final Report** (due June 15, 2011). *Agency will receive report forms with award notification letter.*
 - **NOTE:** Agencies that fail to submit a Final Report will not be eligible for funding in subsequent grant cycles.
6. Agency agrees to identify itself year-round in every practical manner as a recipient of United Way support through the display of United Way insignia on its property, the inclusion of the United Way logo on all funded program promotional publications and website, and provide acknowledgement of United Way funding in press releases. *Agency will receive United Way insignia and logo with award notification letter.*
7. Agency acknowledges that United Way of Franklin County will disburse grant funding in two (2) payments:
 - 60% of award with award notification letter—to be received by June 30, 2010.
 - 40% of award within 10 business days of receipt of **Interim Progress Report**—due December 15, 2009.
8. 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 Franklin County and compliance by the Agency with all provisions of this MOU. Furthermore, the Agency understands and agrees that the United Way of Franklin 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.
9. Agency agrees to report in writing in a timely manner to the Executive Director of the United Way of Franklin 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 Franklin County will be advised in a timely manner of any adverse accountant or auditor reports or remedial financial recommendations.
10. Agency agrees to support and assist with the annual fundraising campaign of the United Way of Franklin 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 United Way fundraising campaign.

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11. **Agency agrees to not solicit funds from Franklin County businesses/industries and individual residents during the annual United Way of Franklin fundraising campaign** (Sept. 1 thru Dec. 31) without prior approval of the United Way of Franklin County Board of Directors. The United Way of Franklin County understands that economic reality prohibits our ability to satisfy the total financial needs of our grantees. Agency self-support activities that solicit local business, industry and individuals (which can augment United Way funding) are encouraged during the months of January thru August. **At no time can an Agency receiving United Way grant funds solicit businesses or industries that conduct an annual workplace campaign for the United Way of Franklin County.** Agency is responsible for obtaining confirmation from the United Way of Franklin County as to the businesses and industries participating in the annual workplace campaign.

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

12. UWFC will respect the agency's autonomy and right to determine its own policies, procedures and programs in meeting its mission and vision statements.
13. UWFC will conduct an annual county-wide fundraising campaign to meet the needs of the county.
14. UWFC will allocate funds through an annual Community Impact Grant process that requires review and reporting procedures to ensure accountability and effectiveness of funded programs.
15. UWFC will provide adequate and unbiased review of grant applications by responsible volunteer panels and committees of Franklin County citizens to ensure expenditure of funds meet priority needs of the county and support the UWFC mission.
16. UWFC will follow accepted accounting principles and have an annual independent audit completed.
17. UWFC will promote each funded agency by name/program and services to the county.
18. UWFC will disburse approved grant award funds as indicated under items #7 and #8 above.
19. UWFC 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. Termination shall be accomplished through a vote of the United Way of Franklin County Board of Directors and a written notice detailing reasons for termination sent to the Agency via certified mail. Agency may appeal its termination to the United Way of Franklin County's Executive Committee. The Executive Committee will submit their recommendation to the United Way of Franklin County Board of Directors for a final decision.

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

Agreement

**United Way of Franklin County (UWFC)
2010 Community Impact Grant Application**



This MOU has been read and approved.

AGENCY

Chief Staff Person

Print Name and Title

Signature and Date

Volunteer Officer of the Board

Print Name and Title

Signature and Date

UNITED WAY OF FRANKLIN COUNTY

Chief Staff Person

Print Name and Title

Signature and Date

Volunteer Officer of the Board

Print Name and Title

Signature and Date