

UNITED WAY OF WHATCOM COUNTY  
**MEMORANDUM OF UNDERSTANDING**

between

**insert agency field name here**  
referred to hereafter as the Agency

and

**United Way of Whatcom County**  
referred to hereafter as UWWC

The terms of this agreement shall be twelve months, commencing on July 1, 2021 and expiring June 30, 2022.

This statement of agreement defines the formal relationship between the Agency and UWWC. Significant commitments, made mutually and by each party, are included in this document and in related policies and procedures. In addition, there are many informal and cooperative ways in which the Agency and the UWWC system of partner agencies work together to better serve the people of Whatcom County.

**1. Both UWWC and the Agency agree to:**

- A. Maintain a volunteer governing board that is representative of the community and meets regularly to establish policy and to exercise responsibility for the organization's administration and financial management.
- B. Work cooperatively and collaboratively with each other and with other agencies, both not-for-profit and public, in meeting the health and human service needs of Whatcom County, in preventing duplication of services, and in promoting high standards of efficiency and effectiveness.
- C. Not discriminate in programs, services, staffing, and/or volunteer areas on the basis of race, color, gender, disability, sexual orientation, age, national origin or religion. And agree to promote equal opportunity, diversity and community representation in employment practices and the composition of the governing board.
- D. Provide services to those in need regardless of ability to pay, or race, religion, color, gender, nationality, sexual orientation, disability, age, or any other characteristic protected by law. We recognize that agencies may identify special needs in the community and target services to a specific population based on those needs, however, services must be open to all people in those targeted populations.

- E. Maintain accurate financial records and a system of accounting in accordance with Generally Accepted Accounting Principles.
- F. Be incorporated in the State of Washington and maintain federal tax-exempt status under the Internal Revenue Code, 501 (c) (3).
- G. Comply with all applicable laws and regulations.

**2. UWWC agrees to:**

- A. Conduct an annual fund raising campaign that is considered to be reasonably attainable.
- B. Provide oversight and accountability for funds raised and funds distributed.
- C. Improve the standard of health and human services in the Whatcom County by encouraging coordination among agencies and identifying services that positively impact health and human service issues.
- D. Periodically conduct an assessment of the community for the purpose of identifying and reporting on critical health and human service needs.
- E. Conduct a communications program to promote public understanding of the role of UWWC and its partner agencies in improving the quality of life in the Whatcom County.
- F. Communicate policy and procedure changes to partner agencies in a timely manner, and seek input when appropriate.
- G. Respond to issues of concern that impact the partner agency relationship.
- H. Make available to the public its annual report and audit.

**3. Agency agrees to:**

- A. Support and cooperate with UWWC and its partner agencies in the annual fund raising campaign, fund distribution, outcome measurement, community initiatives, and communications activities.
- B. Market its partnership with UWWC. This includes: featuring the UWWC logo and acknowledging partnership on website, visual displays, in its facility, in annual report, and in any other print or electronic collateral; sharing and promoting partnership via social media; conducting a UWWC campaign within the agency; participating in UWWC campaign events; and lending positive support to UWWC through personal contacts and publicity releases.

- C. Refrain from soliciting donor designations as part of the UWWC campaign.
- D. Provide to UWWC financial, programmatic, and other reports as requested. This includes: funding applications; client characteristics; annual audit; year-end reports; outcome measurements; and public sector campaign applications.
- E. Assist UWWC in its planning and meeting community needs by providing written notification forty-five days prior to undertaking major expansion or reduction in services, facilities, staff or operating budget.
- F. Comply with all United Way Agency Relations policies and procedures that will be distributed to the Agency on an annual basis.

#### **4. Additional Provisions**

- A. As a condition of funding, UWWC requires Agency to have general liability insurance in the amount of \$1,000,000. The Agency will list United Way of Whatcom County as “additional insured on a primary and non-contributory basis” on their general liability policy. Agency shall provide a copy of Agency’s policy to UWWC before receiving any funding. The insurance policy must remain in effect for so long as UWWC disburses funding pursuant to this Agreement.
- B. Agency will immediately communicate with UWWC on any issues that may prompt community questions surrounding the Agency and/or program(s) and their operations. Such issues may include, but are not limited to: changes in the Agency’s leadership (CEO/CFO/COO), changes in Board structure/membership, merger discussions, citations/violations/probationary status identified by any other funding sources or licensing bodies, closure or termination of program services, or any legal investigations.
- C. Monthly payments of the grant will be made the first week of each month and will be prorated at one-twelfth of the total grant. The Agency’s allocation is dependent upon the successful completion of the UWWC fund raising campaign.
- D. This agreement may be terminated by either party upon 15 days written notice. UWWC funding will cease upon the effective date of termination. Funds intended for use after date of termination shall be returned to UWWC.
- E. UWWC reserves, in its sole discretion, the right to withhold, adjust or cancel grant payments as well as de-fund programs based upon an Agency’s willful failure to comply with the terms of this Agreement

The terms of this agreement have been reviewed and accepted by the authorized Chairperson of UWWC and the Agency, with the authority of their respective Board of Directors.

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President / CEO  
United Way of Whatcom County

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Executive Director / CEO / President  
Agency

\_\_\_\_\_  
Date Submitted

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Date Submitted

\_\_\_\_\_  
Chair, Board of Directors  
Agency

\_\_\_\_\_  
Date Submitted