



MEMORANDUM OF AGREEMENT

Between United Way – Dodge City and Agencies

For the period beginning January 1, 2008 - December 31, 2009

This agreement is based upon the mutual beliefs of the UW - DC and the Agency, so that they may achieve a purpose common to all stakeholders:

- a. Strong, voluntary and vital agencies meeting social service needs of the people of Dodge City and the surrounding areas are essential to the health and welfare of the community.
- b. An area-wide campaign is the most efficient and effective way to raise funds and awareness for the social service needs in the community.
- c. Agency planning and the granting of funds by the Allocation Review Teams is the most effective means of meeting the social service needs of Dodge City and the surrounding areas.
- d. Agencies must be in part funded by local contributions and administered by local citizens concerned about improving the quality of life in Dodge City and the surrounding areas.
- e. Clear understanding and mutual acceptance of the respective roles of the UW - DC and the Agencies are essential to their joint effort to meet the social service needs of Dodge City and the surrounding areas.

With these mutual beliefs in mind, UW - DC and the Agency agree to work cooperatively to increase the public's awareness and understanding of social service needs of Dodge City and the surrounding areas and to work together to meet these needs.

I. AGENCY AGREES

1. To provide health and human service programs for our community and the surrounding area.
2. To follow accepted accounting principles and have an annual independent audit completed. At the request of UW - DC the Agency will submit those results. Those agencies with operating budgets of \$50,000 or less with no prior audit requirements may submit a copy of their annual tax return (Form 990) in lieu of an audited financial statement.
3. To provide open disclosure of any information and materials as specified by the Allocation Review Teams that is not protected by client confidentiality policies.
4. To notify the UW - DC in writing any changes to its budget, program or its ability to carry out its mission that affect programs or services conducted by the agency. Use of *Funds allocated to the Agency from the United Way of Dodge City for any activity, service, or program other than that for which funds were requested is prohibited.* To return unexpended allocated funds to the UW - DC.

5. To acknowledge UW - DC support of the agency through its publicity materials, letterhead, press releases, the UW - DC on-site displays and assist United Way in its public information activities.
6. To provide UW - DC with an end of year report of all programs receiving funding that includes quantifiable information such as number of people served and outcomes achieved.
7. To work with other agencies to meet the needs of the community, avoid duplication of services and strive to meet the changing needs of Dodge City and the surrounding areas.
8. To give enthusiastic support and assistance to the United Way annual fundraising campaign. To attend all UW - DC functions as requested. Will refrain from any effort to solicit operating funds or capital campaigns during the period September 1, 2008 – November 1, 2008 and September 1, 2009 – November 1, 2009
9. Regularly provide accurate and timely information to KS's 2-1-1 system [see <http://www.unitedwayplains.org/211kansas.htm>].

II. UW - DC AGREES

1. To respect the Agency's autonomy and right to determine its own policies and programs.
2. To offer assistance as requested to the Agency to improve its ability to deliver services.
3. To conduct an annual area-wide fundraising campaign to meet the needs of Dodge City and the surrounding areas, taking into consideration the financial needs of each Agency, economic climate of the area and the best interest of its donors.
4. To grant funds through an annual comprehensive Community Investment Process of agency review to assure accountability and effectiveness.
5. To provide adequate budget review by responsible committees of citizens to assure expenditures of funds to meet priority needs of the community.
6. To follow accepted accounting principles and have an annual independent audit completed.
7. To promote each Agency's name and services and the interpretation of the agency's programs area-wide.
8. To provide allocated funding for fiscal years 2008 & 2009 on a quarterly basis with payments made on or about the last day of the month of that quarter.

III. UW - DC AND THE AGENCY AGREE

[Having been determined non-profit and tax exempt under the U.S. Internal Revenue Code Section 501, (c), (3), having been determined to be an agency which utilizes funds for 501 (c) (3) purposes, or a governmental entity].

1. To maintain an active, rotating volunteer board of directors which meets on a regular basis to oversee and manage the goals and objectives of the agency through appropriate policies and procedures.
2. To communicate on a needed basis with each other the goals, objectives, progress, and issues of the agency as they impact its ability to provide services to the community.
3. To work together on matters of mutual interest in service to Dodge City and the surrounding areas.
4. To provide services on a non-discriminatory basis in compliance with Federal and State guidelines and/or regulations.
5. To strive to increase the public's understanding and appreciation of and participation in social service programs.
6. To carry out the programs of UW - DC and the Agency and to cooperate with other agencies in Dodge City and the surrounding area in such a manner as will best meet the needs of the area and will be consistent with standards of service, prevent duplication, efficiency and economy of administration.
7. To comply with all regulations and laws of the state and federal government pertaining to the proper licensing and requirements of non-profit organizations.
8. The UW - DC and the Agency agree that in the event United Way of Dodge City is unable to meet its total goal, or is otherwise unable to meet its financial obligations to the Agency, the Agency will receive an amount as determined by the UW - DC Board of Directors. **With no right to appeal.**

IV. TERMINATION

Failure to comply with the provisions of this agreement may result in termination. Termination shall be accomplished through a vote of the Board of Directors of UW - DC and within 30 [thirty] days written notice will be given to the Agency detailing reasons for termination. An agency may appeal its termination in writing to UW - DC's Executive Committee within 14 [fourteen] days. UW - DC's Executive Committee will submit their recommendation to UW - DC Board of Directors for a final decision.

V. ANTI-TERROISM COMPLIANCE MEASURES

In compliance with the USA PATRIOT Act and other counterterrorism laws, UW - DC requires that each agency certify the following:

The signing of this MEMORANDUM OF AGREEMENT by representatives of the grantee certifies that all UW - DC funds and donations will be used in compliance with all applicable anti-terrorist financing and asset control laws, statutes and executive orders.

An Agency may terminate this agreement at any time by giving written notice to UW - DC .

This agreement has been read and approved at the meeting of the governing body of the Agency held on _____.

Agency Director [*Signature*]

Date

Agency Director [*Print*]

Agency Board of Director, President [*Signature*]

Date

Agency Board of Director, President [*Print*]

Agency Board of Director, Secretary [*Signature*]

Date

Agency Board of Directory, Secretary [*Print*]