**MEMORANDUM OF UNDERSTANDING**

**FOR**

**ENTER COMMUNITY PARTNER NAME**

 This Memorandum of Understanding (MOU) is between PRINCE WILLIAM COUNTY (County), by and through the **Enter Agency Name**, and ***Enter Community Partner Name*** *(CP)*. The terms and conditions of this MOU govern the actions and obligations of the CP, in addition to the requirements of all applicable local, state, and federal laws and policies. During the next fiscal year the County agrees to provide donations listed in Attachment A (Adopted BOCS Budget Funding Provided to Community Partners) and CP agrees to provide those services as identified by Attachment B (County Budget Documents), according to the amounts, terms, and conditions set forth below.

 WHEREAS:

 A. The CP represents that it is an independent, non-profit 501(c) (3) organization authorized to do business in the Commonwealth of Virginia. The CP’s mission is to **Enter Community Partner Mission Statement**.

 B. The County recognizes that the provision of public funds can allow the CP to expand services for the benefit of the community, as part of its comprehensive and coordinated delivery of services to the community, which may increase community participation in the delivery of services.

 NOW THEREFORE, the County and CP agree that:

 1. The County will provide to CP local donation, in the amount of **Enter dollar amount spelled out (example: Ten Thousand)** Dollars **($Enter numerical dollar amount**) approved by the Prince William Board of County Supervisors to be used during the period of **July 1, 2021**, through **June 30, 2022**, to provide CP services within Prince William County as listed in Attachment B.

 2. This MOU will be in effect from **July 1, 2021** through **June 30, 2022**. The CP acknowledges that the appropriation of this donation is limited to the year specified in this MOU and implies no expectation of future donations.

 3. The parties acknowledge that the funds provided are a donation and that the Board of County Supervisors asserts no control over the day-to-day operation of the CP program. CP is a grant recipient of the County and is not an agent of the County. Therefore, the CP shall indemnify and hold harmless the County for any claims for bodily injury, death or property damage rising from any alleged negligence, willful misconduct, omission or wrongful act of the CP. CP shall procure and maintain, at its own cost and expense, any kinds and amounts of insurance that, in its own judgment, may be necessary for its proper protection in its work as described in this MOU.

 4. All donations under this MOU are conditioned upon the appropriation by the Prince William Board of County Supervisors.

 5. By the end of the fiscal year in which the donation is made, the CP will submit an invoice or letter, on CP letterhead, to the **Enter Agency Name** requesting disbursement of the approved donation.

 6. By the end of the fiscal year in which the donation is made, the CP shall report to the **Enter Agency Name** their receipt of the donation, and shall certify the expenditure of the donation was in accordance with Attachment A. If the report and certification is not to the satisfaction of the County, the County may request the return of all donations received under this Agreement for which the CP has not demonstrated an appropriate expenditure.

 7. If requested, and in accordance with Prince William County Code 2.1, if applicable, the CP shall provide copies of the CP’s most recently completed annual IRS form 990 and annual or biannual reviewed, compiled or audited financial statements to their assigned host agency.

**Enter COMMUNITY PARTNER Name**

**Enter CP address**

**Enter CP phone number**

Print Name: **Enter Executive Director Name**

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Executive Director

PRINCE WILLIAM COUNTY

Office of Executive Management

1 County Complex Court

Woodbridge, VA 22192

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 County Executive

Prince William County Department of **Enter Department Name**

**Enter Department Address**

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Director

Attachments:

A: Adopted BOCS Budget Funding Provided to Community Partners

B: County Budget Documents