

Memorandum of Understanding

Memorandum of Understanding

The Irvington Club Foundation (ICF)

and

The Irvington Club (IC)

This Memorandum of Understanding (MOU) sets the terms and understanding between the Irvington Club Board of Trustees (ICBOT) and the Irvington Club Foundation (ICF) to establish as a separate entity The Irvington Club Foundation.

Background

After the ICBOT created a working committee to explore the concept, the ICBOT has endorsed the creation of an independent charitable foundation. The ICF will be established as a separate and autonomous entity by IC members and will initially respond to the social and educational needs and wants of the past and present IC membership and the greater Irvington and surrounding community in support of shared goals.

Purpose

The mission of the ICF is to encourage and support strategic initiatives that preserve and strengthen the vital and historical nature of the IC and that contribute to the overall health and well-being of its surrounding community.

This MOU will define the roles of the IC and ICF in regards to the goals and work of the ICF.

The ICBOT agrees to enable the ICF to use its facilities for meetings, as a mailing address, and consents to be the Registered Agent of the ICF. In addition, the ICF may use the IC communication to further its own outreach and development. The ICF will ask for limited technical support from the IC staff.

The ICF plans to undertake the following activities:

- ~Appoint a board of directors and establish by-laws and governance rules
- ~Apply to the State of Oregon and IRS for non-profit status
- ~Invite IC members and interested parties to make donations or grants
- ~Invest donated funds
- ~Invite applications to the ICF for a grant
- ~Offer monetary support consistent with the ICF's mission
- ~ICF Board to meet a minimum of two times a year.

Reporting

The ICF will share its annual report with the IC Board of Trustees (BOT).

Funding

Funds for the ICF will come from voluntary donations and/or grants.

Duration

This MOU is at-will and may be modified by mutual consent of authorized officials from the ICF and ICBOT. This MOU shall become effective upon signature by the authorized officials from the ICF and ICBOT and will remain in effect until modified or terminated by either of the partners.

Contact Information

Partners representatives of the ICF:

- Matt Bryant *Matt Bryant*
- Stephen Doubleday *Stephen Doubleday (SV)*
- Barb Farmer *Barb Farmer*
- Jan Harvey *Jan Harvey*
- Fred Kowell *Fred Kowell*
- Mary Stevenson *Mary Stevenson*
- Stephanie Vickers *Stephanie Vickers*
- Dick Withycombe *Dick Withycombe*

Date: 12-22-23
The volunteers serving on the ICF Committee


 (Partner signature)
 (Name, Chair BOT, Irvington Club)

Date: 12.26.23

MOU Clarification Addendum

TO: Stephanie Vickers, President, Irvington Club Foundation
FROM: Beth Moore, General Manager, The Irvington Club
RE: MOU Between ICF and ITC
DATE: 3/7/24

DEAR STEPHANIE:

Per our recent meeting, I'm just following up to clarify a few points in the memorandum of understanding between the two organizations. The Irvington Club will act as the agent of The Irvington Club Foundation in so far as it will provide a physical mailing address, technology support for email and file storage, and access to member contact information. The Irvington will not act as a fiscal agent and will not provide bookkeeping, accounting, or tax services.

Sincerely,
Beth