

STATEMENT OF AGREEMENT
Between
UNITED WAY OF CHATHAM COUNTY, INC.
and
(agency)

Please initial each section and sign the last page to signify that you have read and understand the terms of this agreement.

This statement of agreement must be submitted to the United Way prior to a new funding year. It is an integral part of the agency application for funds from the United Way. The signing of this agreement will allow the release of any allocated funds for the following year should the agency be selected as a United Way Member Agency. This agreement lists the terms of common agreement between the United Way of Chatham County and the Member Agency during the period of time that the Agency is funded by the United Way.

The United Way's relationship with agencies is one of mutual support. This relationship revolves around four primary areas. They are: (1) Fundraising and allocating funds through an equitable and effective volunteer review process (2) Communicating agency services to the public (3) Planning for the needs of the total community (4) Administration and management.

It is the objective of the United Way of Chatham County and the United Way Member Agencies that the optimal amount of money be made available for the provision of human services in Chatham County. United Way's role in helping raise these funds is based upon the concept of a single annual campaign that elicits a response from the entire community, raising more money in a more efficient manner than would be likely with multiple, competitive fund-raising campaigns.

The United Way of Chatham County and the Member Agency agree to work cooperatively to increase the public's awareness and understanding of the human service needs of the area and to work together to meet these needs. Based upon this premise, this agreement is entered with a spirit of mutual confidence, understanding and trust.

Section I. Both United Way and the Member Agency agree:

_____ *Initials*

- A. That the goal of meeting the human care needs of the people of Chatham County requires the united efforts of all segments of the community.
- B. That human service planning, community-wide fundraising, and the allocation of funds based upon citizen review of services are the most effective and efficient means of meeting the human needs of the community.
- C. That the clear understanding and mutual acceptance of the respective roles of the United Way and the Member Agency is essential to our joint effort to meet the human needs of Chatham County.
- D. To promote cooperation among all nonprofit agencies and initiatives in Chatham County in an effort to reduce duplication of services and increase resources available to meet human service needs.
- E. To make their Boards and staff available to participate in community planning efforts to facilitate coordination of the programs of all Member Agencies and the United Way.
- F. To keep each other informed on matters of common concern and to consult each other regarding problems or misunderstanding in an effort to identify solutions that are in the best interest of the residents of Chatham County.
- G. To promote effective service, efficient administration and comply with all Generally Accepted Accounting Principles (GAAP).
- H. To refrain from knowingly breaking laws or encouraging others to do so.

_____ **Section II. The United Way agrees:**

Initials

- A. To conduct an annual community-wide fundraising campaign and perform all collection duties of the pledges received during the campaign.
- B. To allocate contributed funds through the volunteer review process.
- C. To set the total annual campaign goal based on Agency needs, community needs and the prevailing economic conditions.
- D. To recognize the right of the Agency to determine its programs and services, its policies of operation, and to administer its own internal affairs.
- E. To annually implement a community-wide marketing and communications program that promotes the services of United Way Member Agencies.
- F. To provide, upon request and within available resources, consultation and assistance to the Agency in such areas as management, finance, marketing and public relations, and program and evaluation.
- G. To pay the Member Agency on a quarterly basis on the 30th of each month beginning in July.
- H. To maintain responsible stewardship on behalf of United Way donors and Member Agencies.
- I. To respect the confidential nature of information provided by the Agency.
- J. To provide a wide variety of supportive services aimed at increasing the capacity of the social service system to respond to community needs. These services include but are not limited to: information and referral, advocacy, community initiatives, collaboration building, grant making, volunteer program consultation and support, and research and planning around human service needs.

_____ **Section III. The Member Agency agrees:**

Initials

- A. To cooperate fully in the annual fundraising effort and will encourage the participation of its constituency in such activities. The Agency will conduct an annual United Way campaign among its employees and Board of Directors.
- B. Having met United Way Certification Standards at the time of admission, to operate within the framework of the United Way's guidelines, policies and procedures.
- C. **To refrain from mailed or emailed solicitations during the United Way campaign dates of August 15 through October 31.** Fundraising events are not encouraged during this time; however, if member agencies deem them to be necessary, agencies are required to identify themselves as United Way member agencies in all event materials and actively promote the United Way Annual Campaign. The United Way of Chatham County logo should be included in all publicity and program materials, and during the months of August 15-October 31, the following should be added to all event materials: (Agency Name) is a United Way of Chatham County agency and encourages participation in the current annual campaign.
- D. To keep the United Way informed of agency information (newsletters) and special activities throughout the year so that the United Way has an opportunity to support such activities.
- E. To identify itself as a recipient of United Way support through the display of United Way insignia or by statement on its offices, letterhead, printed material including posters, fliers and brochures, all press releases, etc. and through any other procedure that would be mutually beneficial in the promotion of the United Way purposes.
- F. To use the funds received from the United Way for purposes set forth in the allocation process. Any grant money remaining unspent at the end of the funding year must be refunded. The Agency must inform the United Way as soon as possible after determining it will not spend all of the grant funds. Refunds of unspent grant funds should be returned to United Way as soon as possible and no later than 30 days from the due date of the Final Report, or upon demand from United Way. If unspent grant funds are not returned, the Agency may not be eligible to receive grant funds for the next funding year or future grants may be paid on a reimbursement basis.
- G. To immediately notify the United Way of any changes in leadership as well as any legal, financial or organizational matters or program changes which may impact the agency's ability to operate, to deliver services or to comply with United Way Certification Standards.

- H. To take steps deemed necessary to avoid conflicts of interest in its appointments and actions to avoid public censure of the Agency or of the United Way.
- I. To have this agreement reviewed and renewed annually by the Member Agency's Board of Directors, so that all members are fully acquainted with its terms.
- J. To certify that United Way funds and donations will be used in compliance with all applicable anti-terrorism financing and asset control laws, statues and executive orders.
- K. That all communications between United Way and the agency will be conducted through the Director of the agency, as indicated on the agency funding application.
- L. To submit required documentation and grant reports by established deadlines which are:

Mid-Year Report: January 15, 2022

Year-End Report: July 15, 2022

Member Agencies are responsible for the submission of these reports by the dates listed above. Failure to submit reports will result in the suspension of funding. If the year-end report, agency agreement and/or revised goals are submitted after July 15, then payment of the next year's allocation will not be disbursed until the second scheduled payment date (October 30). If the documents are not submitted by October 30, funding will be withheld until the next payment date (January 30). If the mid-year report is submitted after January 15, the January 30 payment will be withheld until the report is received. The only exception would be in the case of a catastrophic personal incident affecting the Agency's director, who is responsible for the submission of the required documents listed above. In this event, a written request for an extension must be submitted before the due date.

- M. Acceptance of funding will require your agency to meet with the United Way Board of Directors upon request.

Section IV. Changes to, compliance with and termination of this agreement:

Initials

- A. If, at any time during the life of this agreement, it becomes necessary to change the terms of the agreement, such changes, after being mutually agreed upon by and between the Member Agency and the United Way, shall be effective when incorporated in written amendments to the agreement.
- B. The United Way reserves the right, at any time during the term of this agreement, to reduce or withhold the Agency's funding, place the Agency on probationary status, or terminate this agreement if any of the following conditions occur:
 1. Failure on the part of the Agency to adhere to the standards or policies set forth and covered by this agreement.
 2. Failure on the part of the Agency to deliver agreed upon services.
 3. Failure on the part of the Agency to operate within United Way Certification Standards.
 4. Failure on the part of the Agency to submit required documentation and grant reports by established deadlines.
 5. Significant changes in conditions (revenue, facilities, staffing, client base, etc.) that result in the Agency's inability to effectively operate the program(s).
 6. Actions on the part of the Agency which are harmful to the interests of the United Way.

The United Way will first notify the Agency of the specific problems and will give the Agency an opportunity to meet with the United Way in an effort to identify solutions that are in the best interest of the residents of Chatham County.

- C. In the event of unforeseen circumstances related to the availability of funds, the United Way reserves the right to adjust allocations upon thirty (30) days written notice to agencies.
- D. Should the Member Agency's services be deemed no longer necessary for the community, or should the Agency become financially independent and no longer desirous of United Way affiliation, a one-year phasing-out process will normally be implemented, during which time the Agency will not do any fundraising during the United Way campaign period (August 15 through October 31). At the end of this period, the Member Agency's affiliation with the United Way will be terminated.

IN WITNESS WHEREOF, this ANNUAL AGENCY AGREEMENT for the year of 2021/2022 has been duly executed in duplicate, the original by the proper officer of the United Way of Chatham County, and the Member Agency, effective on this date: July 1, 2021.

UNITED WAY OF CHATHAM COUNTY

Signature

Katie Childs, Executive Director
Print Name and Title

Date

MEMBER AGENCY

Agency Name

Executive Director (Print Name)

Agency Phone Number: _____

Executive Director (Signature)

Director's Email Address: _____

Chair, Board of Directors (Print Name)

Board Chair's Phone Number: _____

Chair, Board of Directors (Signature)

Board Chair's Email Address: _____

Date