

**STATEMENT OF AGREEMENT**  
between  
**United Way of Randolph County, Inc.**  
(United Way)  
and



(referred to hereinafter as the Partner Agency)  
For the period of:  
January 1, through December 31,

**Section I:**

Both Parties agree to:

- A. Maintain a responsible governing board and staff to administer and manage its programs and services. Each party's governing board, whose members serve without pay, will be representative of the community's interests and meet at regular intervals.
- B. Comply with generally accepted accounting principles.
- C. To conform with all laws within The State of Missouri as required for all not-for-profit corporations.
- D. To maintain status as a nonprofit as required by the IRS.
- E. United Way may adjust the total funds allocated to the Agency after its annual year-end financial review or at other times during the terms of this Agreement.
- F. Offer the opportunity for participation in programs, services, policy designation, and staff employment to all eligible persons, regardless of race, religion, age, gender, sexual orientation, national origin, and/or disability.
- G. Funding approval is for a two-year term. This agreement will be renewed each year funding is provided.
- H. Prevent duplication of effort and promote efficiency and economy of administration.
- I. Use their best efforts to comply with the terms of this agreement fully.

**Section II:**

The United Way agrees to:

- A. Recognize and respect the autonomy of the Funded Partner Agency through its governing board to determine its own policies and to manage its own programs within the scope and spirit of this agreement.
- B. Conduct an annual campaign for operating funds and set goals for this campaign with consideration for the financial needs of the Funded Partner Agency, the economic climate, and the long-range goals of the United Way and the communities it serves.
- C. To honor designated pledges to agencies as long as funds remain available.
- D. Maintain responsible stewardship on behalf of contributors, Funded Partner Agencies, and the community at large, and keep comprehensive and accurate financial records. Records are to be audited bi-annually by an independent firm.

- E. Grant payments will be distributed to eligible agencies each month, with payment issued no later than the 15<sup>th</sup> of each month as long as the partner agency remains in good standing.
- F. Keep channels of communication open to the agencies for discussion of matters of common concern.
- G. Not be held liable for any legal or illegal actions, deficits, or liabilities of any partner agency.
- H. Extend the benefit of United Way experience and assistance to the Partner Agency upon request.

**Section III:**

The Partner Agency agrees to:

- A. Represent its affiliation as a United Way Partner Agency, including the UW logo, in news releases, media programs, letterheads, brochures, newsletters, and other collateral pieces and verbal presentations with promotional pieces for an agency's fundraising event
- B. Participate actively in the annual campaign and support the United Way effort throughout the year, including identification as a United Way Partner Agency in all publicity and educational efforts in the community.
  - a. Promote the United Way campaign through an employee or volunteer/board member campaign and/or special fundraising event.
  - b. Have at least one representative attend all United Way of Randolph County events.
- C. Partner agencies are asked to support all United Way fundraising endeavors in at least two ways: participation, providing volunteer(s), and promoting events.
  - a. Annual Kickoff (September-November)
  - b. Mother/Son Dance (October)
  - c. Other events as scheduled. United Way will notify all Partner Agencies of events.
- D. By applying for the United Way Grant, agencies agree they will not enter into any major fundraising endeavors during the September 1 to November 15 annual UW campaign period. Formal fundraising activities include but are not limited to, pledge drives, phone solicitations, corporate solicitations or sponsorships, capital fund drives, special events in which the price of participation is \$25 or more, and membership solicitations. Agencies may enter into small fundraising activities during this period that will not adversely affect the United Way campaign. Small fundraising activities include, but are not limited to, candy/popcorn sales, bake sales, special events in which the price of participation is less than \$30, food drives, and canister drives. Agencies must inform the United Way of Randolph County before any fundraising activities from September 1 to November 15. The Investment Process will reflect actions that are detrimental to the Community fundraising efforts.
- E. To not solicit funds from employee groups, whether by arranging for payroll deductions with employers, conducting employee campaigns, engaging in employee workplace solicitation, or by other similar means, including but not limited to electronic solicitation of employee groups for establishing a payroll deduction plan of any type.
- F. To enroll and maintain Participating Agency information in the United Way 2-1-1 database hosted by United Way of Greater Saint Louis.

- G. To announce the amount of the United Way grant in a publication once a year.
- H. Become an active agency with the United Way Volunteer Center.
- I. Cash balance from allocations received at the end of the year should revert to the United Way or be available for application to the following year's budget.
- J. Unless agreed upon in writing during the term of this Agreement, the Agency will only use the funds for the programs requested during the application process. Additional stipulations may be requested of the Partner Agency. Those will be provided in writing.
- K. To submit by the end of each quarter a report of the agency's prior quarter's activities and a success story describing the impact made in a person or family's life as the direct result of United Way funds.

#### **Section IV:**

##### **Termination:**

- A. Partner Agencies may terminate the relationship created by this agreement with sixty (60) days written notice, which may be given at any time. Any such termination must come from the Agency's Board of Directors, and funding shall cease on the effective date of the termination. The Partner Agency shall return to United Way of Randolph County any funds intended for use after the termination date.
- B. United Way reserves the right to terminate the relationship created by this agreement with sixty (60) days' written notice. Any such termination must come from the Board of Directors of the United Way of Randolph County. The Partner Agency will continue to receive the total approved allocation through the end of the sixty (60) days' notice. The Partner Agency will receive designated gifts made to the agency during the ensuing campaign.
- C. United Way reserves the right to terminate the relationship created by this agreement without advance notice in the event a Partner Agency fails at any time to meet the criteria for partnership as determined by the United Way of Randolph County Board of Directors and outlined in the grant application and partner agency agreement. If termination is deemed necessary under these terms, any remaining allocated grant funds and/or donor-designated funds will not be paid.

#### **SECTION V**

##### **ANTI-TERRORISM COMPLIANCE AND CHARITABLE STATUS:**

In compliance with the USA Patriot Act and other counterterrorism laws, the United Way of Randolph County, Inc. requires that each agency certify the following: "I hereby certify that all United Way funds and donations will be used in compliance with all applicable anti-terrorist financing and asset control laws, statutes, and executive orders. Additionally, I hereby certify that the above-named organization is eligible to receive charitable contributions as defined under section 170 (c) of the Internal Revenue Code."

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative as of the date first set forth above.

\_\_\_\_\_ (print)

\_\_\_\_\_ (sign)

Agency Executive Director

\_\_\_\_\_ (print)

\_\_\_\_\_ (sign)

Agency Board President

\_\_\_\_\_ Date

\_\_\_\_\_ (print)

\_\_\_\_\_ (sign)

United Way Executive Director

\_\_\_\_\_ (print)

\_\_\_\_\_ (sign)

United Way Board President

\_\_\_\_\_ Date