

Annual Memorandum of Agreement

The purpose of this Memorandum of Agreement is to define a cooperative and mutually beneficial relationship between United Way of Eddy County (UWEC) and its **participating agencies**, so that we agree on a purpose common to all stakeholders; donors, clients, agencies, and UWEC. This agreement is to be signed annually by both parties before allocations may be released and must be signed by the **participating agencies** Director and Board President/ Chair.

*Receipt of funding is contingent upon signing this agreement. All funding is contingent upon the availability of funds and the **participating agencies** ability to provide quality service to its clients. Nothing in this document is to be construed as a guarantee of funding.*

General Principles

1. Strong, voluntary, and vital agencies meeting the human service needs of the people of Eddy County are essential to the health and welfare of our community.
2. A local combined campaign is an efficient and effective way to raise funds for the **participating agencies**.
3. Human service planning and the allocation of funds based upon citizens' review of services is the most effective means of meeting the human service needs of our community.
4. **Participating agencies** must be, in part, funded by local contributions and administered by local citizens concerned about improving the quality of life in Eddy County.
5. Clear understanding and mutual acceptance of the respective roles of the United Way and the **participating agencies** are essential to their joint effort to meet the local human service's needs.

With these mutual beliefs in mind, the United Way and the **participating agency** agree to work cooperatively to increase the public's awareness and understanding of the human services needs of Eddy County and to work together to meet these needs.

UWEC and the Participating Agencies agree to:

1. Maintain a volunteer governing board that is representative of the community and meets regularly to establish policy and to exercise responsibility for the organizations' administration and financial management.
2. Work cooperatively and collaboratively with each other and with other agencies, both private and public, in meeting the health and human services needs in our community.
3. Comply with all applicable laws and regulations.
4. Maintain accurate financial records and a system of accounting in accordance with Generally Accepted Accounting Principles.

UWEC Responsibilities:

1. Fundraising Campaign – To conduct an annual community-wide fundraising campaign to meet the needs of the community, taking into consideration the financial needs of the agencies, economic climate, and the best interest of its donors, UWEC will concentrate its fundraising activities during August-December. However, various events will be hosted on a regular basis to bring awareness to our program.
2. Fund Distribution – Conduct an annual fund distribution process. Participating agencies shall be eligible to apply for and receive undesignated campaign funds during this process. UWEC reserves the right to direct funds to a specific program or programs within the agency. Maintain responsible stewardship on behalf of contributors, **participating agencies** and the community at large by making information about campaign allocations available to the public.
3. Community Assessment – UWEC will collaborate in the assessment of community needs and resources.
4. Marketing, Communication and Referral – UWEC will help promote **participating agencies**, inform the community of available agency services, and refer public inquiries to appropriate agencies.
5. Planning and Collaboration- The UWEC will encourage and help coordinate the interaction of **participating agencies** with other agencies, community leaders and other stakeholders.
6. Payments– Donor Designated (first dollar in) gifts will be forwarded to **participating agencies** with no deductions. Donor information will be provided, to the extent possible. Payments of both designations and allocations will be made four (4) times a year: January, April, July, and October. United Way reserves the right to change the timing of payments or allocation amounts if unpredicted pledge loss occurs.

Agency Responsibilities:

1. Campaign Participation – As a **participating agency** with UWEC, the agency will support and participate in the UWEC campaign as much as possible. This includes but is not limited to:
 - a. Attending and participating in events and fundraisers.
 - b. Providing service and program data, photos, and human interest stories to be used for the campaign.
 - c. Providing staff, volunteers or clients to speak to donor groups.
 - d. Arranging tours for volunteers, donors, and potential donors, at times that do not interfere with the operation of the agency's program.
 - e. Allowing UWEC to use photos and videos of program facilities, volunteers, and staff in promotional materials for the campaign.
 - f. Sharing suggestions and insights to improve the overall campaign.
 - g. Giving agency staff, Board members, and volunteers the opportunity to contribute to UWEC, including but not limited to payroll deduction campaigns, donation jars, 'Jeans Days,' etc.
2. Fundraising – The agencies agrees to:
 - a. Avoid direct solicitation of funding programs to individuals and businesses in September, October, and November unless otherwise approved by the Board of Directors. All requests should be made in writing using form UWEC-Fundraising 12-14.
3. Agency Identification and Co-Marketing – The success of the UWEC campaign depends upon public recognition of its funded programs. The agency thus agrees to identify itself as clearly as a **participating agency** of UWEC in its communications, including but not limited to:
 - a. Printed documents, such as newsletters, press release, letters, billboards and other material.
 - b. Electronic communications, such as websites.
 - c. Broadcast communications, such as television or radio spots and programs.
 - d. The agency offices will display the United Way logo.
4. Reporting Requirements – The agency will report the information outlined below.
 - a. All information contained in the application, including copies of yearly financial reports, 990, audits, budgets, etc.
 - b. The agency will inform UWEC of significant changes to its program or its ability to carry out its mission, especially as they relate to programs funded by United Way.
 - c. The agency will participate in United Way Participating Agency meetings.
 - d. The agency will provide UWEC with written mid-year and year-end reports by the due date that provides an update on how the agency is progressing towards meeting outcomes from the Logic Model submitted. Each agency is also required to submit a quarterly financial report. The report should include a Balance Sheet, Statement of Income & Expenses, and Budget vs. Actual for the program money is granted. (If Quick books is the accounting system used, a print out of these reports is acceptable and no other form is needed.) ALL reports should be submitted electronically, plus ONE hard copy delivered to the United Way Office. All reports are due by the 20th of January, April, July, and October. Reports that are received by the deadline, will have their allocations payment processed within 5 business days.
5. Any money not expended within the guidelines established or not expended during grant period of January 1-December 31 with ample time for program to be facilitated, in excess of 10%, must be returned to United Way. The Allocations Committee will review all reports and communication will be made with **participating agency** if there are any concerns with the expenditures incurred. If the Allocations Committee recommends to the Board of Directors that money be returned and the Board of Directors agree, **participating agency** must return any unspent or money not spent according to the budget within 30 days.
6. Accountability – UWEC is accountable to its donors. Therefore, the agency must agree:
 - a. To obtain and maintain all necessary federal, state or local licenses or permits.
 - b. To maintain a responsible management, governing body and staff to administer its programs and/or services.
 - c. To cooperate with other human service agencies, both public and private, in preventing duplication of efforts and in promoting efficiency and collaboration.

Sanctions: Should Agency/ program violate this agreement, the sanctions listed below may be imposed after review by the United Way Board of Directors. It is the intent of the Board to assess the nature of the violation and issue sanctions that correspond to the severity of the violating action. Upon the offense, United Way may act in any of the following manners

- a. United Way will notify the agency in writing and within two (2) weeks the agency shall submit in writing, a corrective action plan that ensures United Way the offense will not reoccur.
- b. No additional funds will be released to the agency for the remainder of the calendar year.
- c. Funds will not be distributed to the agency in future years unless the United Way Board approves.
- d. The agency violating part of this agreement will not be allowed to apply for funding in future years unless the United Way Board approves.
- e. Termination of all affiliation.

Termination:

- 1. The agency may terminate this agreement and withdraw from its affiliation with UWEC by providing a 30-day written notice to the Board of Directors of UWEC stating the reason(s) for withdrawal. UWEC funding will cease upon the effective date of termination. Funds intended for use after date of termination shall be returned to UWEC within 30 days of termination.
- 2. UWEC reserves the right to withhold, adjust or cancel allocation payments as well as de-fund programs based upon the UWEC's Board of Directors determination of an Agency's failure to comply with the terms of this agreement.
- 3. An organization may appeal its termination to the UWEC Executive Committee. The United Way Executive Committee will submit its recommendation to the Board of Directors for a final decision.

The terms of this agreement have been reviewed and accepted by UWEC and the Organization, with the authority of their respective Board of Directors. (Participating Agency Director and Board President must sign)

Participating Agency:

Signature and Date

Signature and Date

Print Name/Title

Print Name/ Title

United Way of Eddy County Executive Director:

Signature and Date

Print Name