

**MEMORANDUM OF AGREEMENT**

**BY AND BETWEEN**

**THE UNITED WAY OF RHEA COUNTY (UNITED WAY) AND**

**\_\_\_\_\_ (AGENCY)**

This agreement is entered with a spirit of mutual confidence, understanding and trust for the purpose of investing funds raised by United Way into local service programs promoting the fulfillment of basic needs, health, financial stability and education.

It is mutually agreed that:

1. The Agency has elected to join the United Way as a partner or affiliate agency with the understanding United Way will provide designated and or/undesignated funds as available from the annual United Way campaign in order to assist agency programs approved by United Way and comply with United Way policies and procedures. In the case of affiliate agency partners, the funding will only be designated funds. The allocable dollars of the campaign will be distributed to assist in the financial support of the Agency's program(s) during the following year pursuant to policies and procedures approved by the United Way Board of Directors. The Agency is not an agent of the United Way and may not engage in any acts on behalf of United Way without prior written consent of United Way.
2. United Way recognizes the right of the Agency to determine its programs and services, its policy of operation, and to administer its own internal affairs. However, the Agency, having met United Way criteria at the time of admission, agrees to operate within the framework of United Way's guidelines, policies and procedures. Failure of the Agency to comply with any of the United Way's guidelines, policies, or procedures may result in immediate reduction or total loss of funding.
3. The United Way will establish an annual community funding allocation for the Agency in accordance with policies and procedures approved by the United Way Board of Directors.
4. The United Way will allocate funds annually to the Agency in accordance with Paragraph Three (3), subject to guidelines for community impact contained herein and an annual review to determine the Agency's allocation, and/or further reviews by the United Way as deemed necessary, which when approved by the United Way's Board of Directors becomes the final allocation for the Agency for that year. When the United Way has determined the amount to be allocated to the Agency in any particular year, the Agency will operate its program, as outlined, with the funds available.

5. The Agency will participate actively in the promotion of United Way's fundraising, community impact and program activities and will encourage and enlist the participation of its constituency and members in such activities. The Agency will conduct an annual United Way campaign among its employees and encourage campaigns by their Board of Directors and their respective employers.
6. The Agency will incorporate in its year-round educational/ public relations program its affiliation with the United Way. The Agency will use the United Way logo on its, brochures, other printed material & social media sites.
7. The United Way will, in cooperation with the Agency, direct its own publicity so as to assist the Agency with its own educational program. The United Way will publicize its affairs and those of its member agencies as widely as possible.
8. The Agency will seek to fulfill its stewardship of community funds by providing funds of its own in addition to those it receives from United Way. These funds will be sought through endowment funds, additional fundraising efforts, grants and other means of revenue generation. The agency will not conduct fundraising, or other activities that interfere or compete with those of the partnership or the United Way campaign. This means specifically that the agency will not conduct workplace or payroll deduction fundraising campaigns. The Agency will notify United Way of its proposed fundraising activities in its annual funding application. This information will be used to communicate among agencies when fundraising activities may be competitive in nature.
9. The United Way will accept contributions that are designated for a specific member agency. These dollars will be considered "first dollars" and will be applied towards the Agency's community impact allocation, less approved operating expenses. In the event that the designated amount exceeds the allocated dollars, the United Way Board of Directors shall determine whether an adjustment in the Agency's allocation will be made.
10. The Agency will have a Board of Directors (unpaid), which shall meet at least four (4) times a year.
11. The Agency must be incorporated as a non-profit organization providing services in Rhea County, State of Tennessee, and classified as tax-exempt under section 501(c)(3) of the Internal Revenue Code. The agency must be annually registered with the Secretary of State's office in the state in which they are incorporated. Verification of the aforementioned 501(c)(3) status and Secretary of State registration must be provided with the annual funding application, as well as proof of liability insurance.
12. The Agency will cooperate with other human service agencies in preventing and reducing duplication of effort and in promoting efficient and effective service delivery.
13. The Agency will assign someone from the Agency or funded program to represent funded agency at the monthly Interagency Meeting, hosted by this United Way office and utilized as a method of communication of activities, events, programs before other local service providers.

14. The Agency will keep the United Way informed in a timely manner of any anticipated change in programs or services and any litigation pertaining to the Agency. The United Way will keep the Agency informed of any anticipated changes in policies and procedures.
15. The Agency will provide an annual audit of financial resources and procedures that is in accordance with GAAP (Generally Accepted Accounting Principles) by an independent certified accountant and an IRS 990 tax form if total support and revenue exceeds \$200,000; a financial review and 990 tax form for total revenues over \$100,000; a compilation and a 990 tax form for total revenues under \$100,000. The Agency will also provide any financial information, deemed necessary by the United Way, upon request. A 990 EZ Form is not acceptable for meeting United Way financial requirements at any level.
16. The United Way and the Agency will not discriminate as to race, creed, religion, color, sex, ethnic origin and physical appearance in any practices relating to providing services, recruitment, employment, training and promotion and termination of personnel and will comply with Equal Opportunity Laws, Affirmative Action Regulations, and Americans with Disabilities Act Laws, as are applicable to employment of staff, and in the delivery of health and human services.
17. The Agency must provide ample and reasonable evidence to substantiate the need for its program, outcome measurement plans, and justification for United Way funding on an annual basis.
18. The Agency or United Way may terminate this agreement upon prior written notice to the other, subject to the following procedures:
  - a. The Agency shall give United Way such written notice, as directed by the Agency's Board of Directors.
  - b. United Way shall give notice of termination of any Agency when directed by its Board of Directors following a review and recommendation by the Community Allocation Committee. The termination of an agency shall be effective within 90 days following the decision of the Board of Directors.
19. This Agreement will continue in effect from year to year, unless terminated by this agreement as herein provided. A statement of recertification that this Agreement in its original or amended form has been reviewed by the Agency's Board of Directors will be submitted to the United Way at the time the Agency's budget is submitted to the United Way for the annual Community Impact review.
20. United Way and the Agency shall use their best efforts to comply with both the explicit and implicit terms of this agreement.

- 21. Hold Harmless: All agency funding is contingent upon the availability of funds. This agreement is subject to modification or termination if dollars pledged or budgeted are not received. The Agency agrees that United Way is in no way liable for any uncollected pledges, unfunded allocations, unfunded commitments or budget shortfalls.
  
- 22. Indemnification: To the fullest extent permitted by law, the Agency shall indemnify and hold harmless United Way, its agents and employees from and against all claims, damages, losses and expenses, any act or omission, whether authorized by the Agency or not, including theft by the Agency or any of its officers, agents, employees, guests, patrons, invitees or trespassers, including but not limited to attorney’s fees, arising out of or resulting from this Agreement, caused in whole or in part by any negligent act or omission of the Agency, anyone directly or indirectly employed by the Agency for whose acts any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
  
- 23. Counter-Terrorism/Anti-Terrorism Compliance: In the spirit of compliance with the USA Patriot Act and other counter terrorism laws, United Way of the Lower Eastern Shore requires each agency to certify the following: “We hereby certify that all United Way funding and support of any kind for our agency will be used in compliance with all applicable anti-terrorist financing and asset control laws, statutes and executive orders.”

**COMMUNITY AGENCY**

_____	_____	_____
<b>EXECUTIVE BOARD SIGNATURE</b>	<b>DATE</b>	<b>CHIEF STAFF SIGNATURE</b>

**UNITED WAY OF RHEA COUNTY**

_____	_____	_____
<b>EXECUTIVE BOARD SIGNATURE</b>	<b>DATE</b>	<b>EXECUTIVE DIRECTOR SIGNATURE</b>