

Section 19

**STATEMENT OF AGREEMENT
between
UNITED WAY OF GORDON COUNTY
and**



**United Way of
Gordon County**

(Participating Agency/Organization)

for the period beginning August 1, 2021 and ending July 31, 2022

SECTION 1

Both Parties Agree To:

- A. Maintain a responsible, governing board whose members serve without pay, are representative of the community, and meet at regular intervals.
- B. Furnish each other Board of Director rosters and, on request, the by-laws/constitution. Also, to communicate significant changes during the year.
- C. Offer opportunity for participation in programs, services, policy designation, and staff employment to persons regardless of race, religion, age, sex, national origin, and disability.
- D. Adhere to the United Way Code of Ethics.

SECTION 2

The United Way Agrees To:

- A. Recognize and respect the autonomy of the Participating 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 a yearly campaign for operating funds and to set goals for this campaign with consideration for the financial needs of the Participating Agency, the economic climate, and the long-range goals of the United Way.
- C. Honor designated pledges to agencies. When total designated pledges to Participating Agency exceed the amount allocated by United Way in any given year, the excess shall go to the agency less an administrative charge to be determined annually by the United Way Board of Directors.
- D. Conduct an annual volunteer citizen's review fund distribution process. Participating Agencies shall be eligible to appeal for and receive undesignated funds during this process.
- E. Maintain responsible stewardship on behalf of contributors, Participating Agencies, and the community at large, by making records of campaign allocations available to the public.
- F. Keep comprehensive and accurate financial records in accordance with generally accepted accounting principles and to have these records audited annually by an independent auditing firm or CPA.
- G. Keep channels of communication open to the Participating Agencies for discussion of matters of common concern.
- H. United Way shall not be held liable for any illegal actions of a Participating Agency.

SECTION 3

The Participating Agency Agrees To:

- A. Satisfy the corporation laws of the State of Georgia as a not-for-profit corporation.
- B. Obtain and keep in effect a ruling from the United States Treasury Department that states the agency is not a private foundation that it is exempt from payment of income tax and that gifts to the agency are deductible for income tax purposes. Copies of these 501 (c) (3) rulings are to be submitted to the United Way.
- C. Keep comprehensive and accurate financial reports in accordance with generally accepted accounting principles.
- D. Adhere to the United Way policy of supplemental fund raising.
- E. Participate actively in the annual campaign by speaking to employee groups, serving in various campaign cabinet capacities, agreeing to offer giving opportunities to all employees of the Participating Agency, and being in attendance at campaign events.

- F. To support the United Way effort throughout the year, including identification as a United Way agency at the agency's location, in all publicity, and through educational efforts in the community.
- G. Cooperate with United Way in all phases of the Allocation Panel Process.
- H. Inform the United Way of major program emphasis shifts and new, expanded, or deleted programs through the Allocation Panel Process.
- I. Provide all required financial, program, and client information on United Way funded programs.
- J. Annually review this agreement with Participating Agency Board of Directors prior to its execution and submission to United Way.
- K. A Participating Agency shall not be held liable for legal or illegal action of the United Way of Gordon County.
- L. Maintain a fund-raising registration with the Georgia Secretary of State which must be renewed annually.

SECTION 4

Termination/Suspension:

- A. Participating Agencies may terminate the relationship created by this agreement on sixty (60) days' notice which may be given at any time. Any such termination must be by written notification from the Board of Directors of the Agency and funding shall cease on the effective date of the termination.
- B. United Way reserves the right to terminate the relationship created by this agreement on six (6) months' notice. Termination of the relationship ends all funding at the conclusion of the six (6) months' notice. Said termination will be by written notice from the Board of Directors of United Way.
- C. During the annual allocation process, if a United Way funded agency:
 - a. Receives a qualified or adverse audit
 - b. The agency will be automatically suspended from allocation funding until such time as an unqualified audit is received in the United Way office.

Please sign and date below

Name of Participating Agency/Organization: _____

Agency Board Chair/President: _____

Agency Treasurer: _____

Agency Executive Director/Director: _____

UWGC Board President: _____

UWGC Executive Director: _____