



## **Memorandum of Agreement**

In order to receive funds from the United Way of Davie County, you must agree to and adhere to the statements listed below.

### **Both the United Way of Davie County and the Partner Agency agree:**

That having been determined non-profit and tax exempt under the Internal Revenue Code Section 501(c)(3) or having been determined to be an agency which utilizes funds for 501(c)(3) purposes...

1. To maintain an active, rotating volunteer board of directors which meets on a regular basis to oversee and manage the goals and objectives of the agency through appropriate policies and procedures.
2. To communicate on a regular basis with each other the goals, objectives, progress and problems of the agency as they impact its ability to provide services to the community.
3. To work together on matters of mutual interest in service to Davie County.
4. To strive to increase the public's understanding and appreciation of and participation in human service programs.
5. To carry out the programs of the United Way of Davie County, Inc. and the Partner Agency in such a manner as will best meet the needs of the county
6. To comply with all regulations and laws of the state of North Carolina and the federal government pertaining to the proper licensing and requirements of non-profit organizations.
7. To create, maintain, and provide upon request policies that advance a commitment to racial equality and oppose all forms of racism and support training for staff, volunteers, and board members for the same.

### **2. My agency agrees...**

1. To support and assist in the annual fundraising campaign of United Way of Davie County (UWDC) through volunteer involvement (including availability of staff and/or clients for speaking engagements & availability of facilities for touring) and board of directors' support.
2. To promote UWDC's support of the agency through:
  1. Digital Marketing (website links, video production, etc) if you receive grant funding less than \$5,000.
  2. Digital Marketing (See above) and publicity materials (letterhead acknowledgment, educational materials, press releases and on-site display of United Way Partnership signs, if you are awarded grant funding in excess of \$5,000.
3. To have its accounts audited on an annual basis and submit a copy to United Way of Davie County, upon request. Those organizations with operating budgets of \$100,000 or less with no prior audit requirements may submit a copy of their annual tax return (Form 990) in lieu of an audited financial statement.

4. To provide open disclosure of all information and materials as specified by the Community Investment Committee.
5. To inform the United Way of all budgetary changes which occur after the submission of the agency's approved budget that affect programs or services conducted by the agency (program budget only).
6. To provide UWDC with year-end progress reports (plus mid-year for first time grant recipients only) of all programs receiving funding that includes demographics as requested in Section E above, and to provide compelling stories as described in Section F2 above, if requested.
7. To work with other partner agencies and other public and private agencies, in cooperation, to meet the needs of the community, avoid duplication of services and strive to meet the changing needs of Davie County.
8. Regularly provide accurate and timely information to NC's 2-1-1 system (see nc211.org).
9. Partner agencies are prohibited from initiating and/or conducting any workplace fundraising campaigns for an agency's sole benefit. For purposes of this policy, a workplace fundraising campaign is defined as a coordinated effort to request financial donations from a set of employees within a workplace environment (regardless of type of business or organization).
10. All donations (including designations) to partner agencies will have an "Uncollectibles Fee" applied before it is accepted into the UWDC general fund. This amount is currently set at 8%.
11. Designated funds will be applied to grant approvals from the Community Investment Council before general funds are applied to the same grant approvals. This is considered "First-In Funds." (e.g if the CIC awards your agency \$15,000 and your agency has received \$3,500 in designations, only \$11,500 will be awarded from the general fund to cover the total award. However, if an agency is awarded \$12,000 from the CIC but has received \$15,000 in designations, the agency will receive \$15,000 as their grant award).

### **3. The United Way of Davie County agrees...**

1. To respect the Partner Agency's autonomy and right to determine its own policies and programs.
2. To offer assistance to the Partner Agency to improve its ability to deliver services, upon request.
3. To conduct an annual county-wide fundraising campaign to meet the needs of the county, taking into consideration the financial needs of each Partner Agency, economic climate of the county and the best interest of its donors.
4. To grant funds through an annual comprehensive Community Investment Process of agency review to assure accountability and effectiveness.
5. To provide adequate budget review by the Community Investment Council to assure expenditures of funds to fall within the UWDC's 3 focus areas (Education, Financial Stability, & Health).
6. To follow accepted accounting principles and have an annual independent audit completed.

7. To promote each Partner Agency's name and services and the interpretation of the agency's programs to the county.
8. To provide funding to begin following the Community Investment process with the first payment no later than May 15<sup>th</sup> or on a different date (as needed) upon written notice to your agency.

**4. Failure to Comply:**

Failure to comply with the provisions of this agreement may result in termination. Termination shall be accomplished through a vote of the Board of Directors of the United Way of Davie County, and thirty (30) days written notice will be given to the Partner Agency detailing reasons for termination. An agency may appeal its termination to the United Way's Executive Committee. The United Way Executive Committee will submit their recommendation to the United Way of Davie County Board of Directors for a final decision.

**5. Anti-Terrorism Compliance Measures:**

In compliance with the USA PATRIOT Act and other counterterrorism laws, the United Way of Davie County requires each agency to certify the following: the signing of this Memorandum of Agreement by representatives of the grantee certifies 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.

**6. Termination:**

A Partner Agency may terminate this agreement at any time by giving written notice to United Way of Davie County. United Way of Davie County reserves the right to discuss an agency's decision to terminate this agreement with the agency's Executive Committee.