

# United Way of Greater Augusta

## MEMORANDUM OF AGREEMENT

This agreement is entered into based upon the mutual beliefs of the United Way and the Partner Agency that:

- a) Strong, voluntary and vital agencies meeting the human service needs of the people of Greater Augusta are essential to the health and welfare of Greater Augusta.
- b) A region-wide campaign is the most efficient and effective way to raise funds for the agencies.
- c) Human service planning and the granting of funds based upon citizen's review of services is the most effective means of meeting the human service needs of Greater Augusta.
- d) Partner agencies must be in part funded by local contributions and administered by local citizens concerned about improving the quality of life in Greater Augusta.
- e) Clear understanding and mutual acceptance of the respective roles of the United Way and the Partner Agency are essential to their joint effort to meet the human service needs of Greater Augusta.

With these mutual beliefs in mind, the United Way and the Partner Agency agree to work cooperatively to increase the public's awareness and understanding of the human service needs of Greater Augusta and to work together to meet these needs.

- I. Both the United Way of Greater Augusta and the Partner Agency agree: [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.]
  - A. 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.
  - B. 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.
  - C. To work together on matters of mutual interest in service to Greater Augusta.
  - D. To provide services on a non-discriminatory basis.
  - E. To maintain an affirmative action policy.
  - F. To strive to increase the public's understanding and appreciation of and participation in human service programs.
  - G. To carry out the programs of the United Way of Greater Augusta and the Partner Agency in such a manner as will best meet the needs of the region and will be consistent with standards of service, efficiency and economy.
  - H. To comply with all regulations and laws of the state and federal government pertaining to the proper licensing and requirements of non-profit organizations.
- II. The United Way of Greater Augusta agrees:
  - A. To respect the Partner Agency's autonomy and right to determine its own policies and programs.
  - B. To offer assistance to the Partner Agency to improve its ability to deliver services.
  - C. To conduct an annual region-wide fundraising campaign to meet the needs of the region, taking into consideration the financial needs of each Partner Agency, economic climate of the region and the best interest of its donors.
  - D. To grant funds through an annual comprehensive Community Investment Process of agency review to assure accountability and effectiveness.



- E. To provide adequate budget review by responsible committees of citizens to assure expenditures of funds to meet priority needs of the community.
- F. To follow accepted accounting principles and have an annual independent audit completed.
- G. To promote each Partner Agency's name and services and the interpretation of the agency's programs to the region.
- H. To include the Partner Agency on the UWGA website.
- I. To disburse grant award on a quarterly basis with payments made on or about the fifteenth day of the month. The disbursement of awards will be in the following months: April, July, October, and January.

III. The Partner Agency agrees:

- A. To support and assist in the annual fundraising campaign of United Way of Greater Augusta (UWGA) through financial support, volunteer involvement (including availability of staff and/or clients for speaking engagements & availability of facilities for touring) and board of directors' support.
- B. To promote UWGA's support **via logo and tagline "Live United"** of the agency through its publicity materials, letterhead acknowledgment, press releases and on-site display of United Way Partnership signs.
- A. To have its accounts audited on an annual basis and submit a copy to United Way of Greater Augusta. 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.
- B. To provide open disclosure of all information and materials as specified by the Community Impact Committee.
- C. 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.
- D. To comply with all United Way policies and procedures presented in the Policies on Agency Fundraising. [Form 4-C]
- E. To provide UWGA with a quarterly progress report of all programs receiving funding that includes quantifiable information such as number of residents served and outcomes achieved.
- F. 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 Greater Augusta.
- G. To regularly **provide accurate and timely information to VA's 2-1-1 system**.
- H. To provide United Way staff with information required for the Virginia State Employee Combined Charitable Campaign and all agency conducted fundraisers, especially capital campaigns
- I. To understand that United Way may reduce or withdrawn funding at any time, especially if agency engages in conduct contrary to legal or public community standards and that neither party shall be held responsible for legal or illegal actions of the other.
- J. To provide adequate and appropriate insurance coverage for all aspects of the operation of the agency



- K. To notify UWGA within 30 days of any changes in the program funded by the UWGA to include, but not limited to material changes such as staffing, implementation, and funding.
- L. To notify the UWGA immediately of any changes in leadership/management staff.

IV. Termination:

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 Greater Augusta, Inc., 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 Greater Augusta Board of Directors for a final decision.

A Partner Agency may terminate this agreement at any time by giving written notice to United Way of Greater Augusta. United Way of Greater Augusta reserves the right to discuss an agency's decision to terminate this agreement with the agency's Executive Committee. This agreement has been read and approved at the meeting of the governing body of the *Community Partner* held on \_\_\_\_\_

\_\_\_\_\_  
 President or Chairman of Partner Agency

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Executive Director of Partner Agency

\_\_\_\_\_  
 Date

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This agreement was read and approved at the Board of Directors meeting of United Way of Greater Augusta held on \_\_\_\_\_.

\_\_\_\_\_  
 UWGA Board President

\_\_\_\_\_  
 Date

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