

B. THE AGENCY AGREES

1. **To refrain from all locally initiated fund-raising activities during United Way's specified black-out period, which is specifically September 1, 2019 through October 31, 2019.**
2. To participate in United Way of Harrison County's seasonal gift wrap booths.
3. To participate in United Way of Harrison County's Day of Action *or* Campaign Kick-off.
4. To attend five of the six United Way Agency Director's meetings annually.
5. To submit this agency agreement to United Way of Harrison County Inc.'s office on August 16, 2019; submit a Mid-Year Report (due August 16, 2019) and Year End Report (January 31, 2020) to United Way's office if applicable.
6. Complete and maintain an annual registration with the Secretary of State's office and such other required registrations, authorizations, licenses and permits.
7. To support and assist United Way's annual fund-raising campaign in all appropriate ways including conducting an annual United Way fundraising campaign with employees as well as encouraging board members' support. Campaign Report Envelopes are due in the United Way office by October 31, 2019.
8. To engage in an effective public relations program in which the objectives, services and accomplishments of the Agency, and this United Way's support of such services are adequately publicized; **to cooperate with and assist this United Way in its public information programs; and to make use of this United Way's logo on letterheads, webpages, social media sites, marketing publications, all public promotion material including electronic media, i.e. radio and television PSAs and advertising.**
9. To submit its proposed allocation request each year to be based on the Agency's budget information supplied to this United Way and to cooperate with the Grants Committee of the United Way, in accordance with its review procedures.
10. To prepare and adopt a balanced budget based upon the available funds from this United Way and other sources.
11. To keep accurate and complete records of financial and program information and submit them to this United Way on a periodic basis, as requested.

12. **Organizations with \$250,000 or more in annual revenue, as reported on the IRS Form 990, are required to submit an annual audit of fiscal operations by an independent certified public accountant in accordance with Generally Accepted Auditing Standards (GAAS).** The audited financial statements and IRS Form 990 must be prepared using the accrual method of accounting and cover the same fiscal period that ended not more than 18 months prior to January 2019 (i.e. ending on or before June 30, 2018).

Organizations with total revenue of at **least \$100,000 but less than \$250,000**: the certifying official must certify that the organization accounts for its funds in accordance with GAAP and has an audit of its fiscal operations completed annually by an independent certified public accountant in accordance with GAAS.

Organizations with revenues of \$100,000 or less may submit a Review completed by an independent CPA.

13. To conduct its operation in accordance with its budget.
14. To carry out the programs of the Agency in such a manner as will best meet the needs of Harrison County and be consistent with standards of service, efficiency and economy.
15. To cooperate with other Agencies and coordinate services to best meet the needs of Harrison County.
16. To submit for prior approval and discussion by the Grants Committee and for United Way Board approval, all proposals for programs that require United Way financial support now or in the future.
17. To submit to this United Way's Board of Directors at least thirty days in advance, notice of any fund-raising activities not included in the annual plan, and to accept the authority of that Board to approve or disapprove any planned fund-raising activity.
18. To immediately notify this United Way of any change in status, operation, management or service delivery of United Way funded programs.

Failure of the Agency to abide by all terms of this agreement will risk a reduction of funds allocated to the Agency and may also result in the Agency being placed on probationary status or a cessation of their fund allocation.

C. THIS UNITED WAY AGREES

1. To respect the Agency's prerogative of determining its own policies and programs within Harrison County, subject to the terms of this agreement.
2. To develop its recommendations for the campaign objectives for the annual fund-raising campaign with due regard for the requirements of all participating Agencies, fund-raising realities and other pertinent considerations to raise the maximum funds.
3. To use its best efforts to achieve the campaign objectives.
4. To provide a reasonable and comprehensive volunteer review of the Agency and the programs for which the agency is requesting funding.
5. To act as responsible steward of funds publicly contributed to this United Way by fully informing contributors of the allocations and use of such funds.
6. To submit all its financial records to an audit by an independent public accountant.

This agreement shall remain in effect until modified by mutual agreement of the parties or until revoked by either party. This agreement may be revoked by either party as of January 1 of any year by such party giving notice to the other party 90 days before its desire to terminate this agreement.

Agencies terminating membership agree to maintain the United Way logos and brands during the calendar year in which they are receiving funds. Agencies who remove United Way branding during the calendar year will receive only designated dollars and not funds allocated through the grants process. The party to whom notice of termination is given shall have the right to a hearing before the governing board of the other party to request reconsideration of any such revocation. The agency shall not assign this Agreement or any rights there under or in connection herewith, without prior written consent of this United Way.

This Agreement has been read and approved at the meeting of the governing body of the Agency held on_____.

**UNITED WAY
OF HARRISON COUNTY, INC.**

Signed: _____

United Way Board President

United Way Executive Director

Date: _____

**MEMBER AGENCY
REPRESENTATIVE**

Signed: _____

Member Agency Board President

United Way Member Agency
Executive Director

Date: _____