STATEMENT OF AGREEMENT

(herein after referred to as **Funded Partner**) and

United Way of Sumner County

(herein after referred to as **United Way**)



For the time period July 1, 2024 through June 30, 2025.

This Agreement is entered into based upon the mutual belief of the United Way and the Funded Partner that communities are better places for people to live, work and build families when there is a strong, visible and united partnership of local volunteers, donors and quality agencies serving the health and human service needs of the people.

I. Both United Way and Funded Partner agree to:

- a. Partner in a cooperative and positive manner to determine and meet the needs of Sumner County;
- b. Inform each other on all matters of common concern and to consult together when problems or misunderstandings arise, in order to reach solutions in the best interest of Sumner County;
- c. Comply with all policies, procedures and guidelines governing United Way funding relationships, including, but not limited to, federal, state and local regulations and laws;
- d. Apply ethical methods of publicity, promotion, solicitation of funds and program administration consistent with each organization's mission.
- e. Provide services in a non-discriminatory and positive manner.

II. <u>United Way agrees to:</u>

- Conduct an annual fundraising campaign to raise the greatest amount possible to support Sumner County's needs;
- b. Provide an annual program and financial reviews to allocate funding to programs which meet the highest standards of accountability and address pressing community needs;
- c. Distribute funding to Funded Partner on a monthly basis after its allocation has been determined, unless other specific conditions have been attached to this Agreement or identified in the annual fund notification:
- d. Promote Funded Partner's name and services, as well as an interpretation of Funded Partner's programs to Sumner County.
- e. Submit all appropriate records for an annual audit by an independent auditor;
- f. Permit and honor donor designations to Funded Partner per United Way policy;
- g. Recognize the right of Funded Partner's board to determine its own policies and manage its program;
- h. Provide prompt consideration and response to any request from a Funded Partner;
- i. Notify Funded Partner of any significant changes and/or events concerning or initiated by United Way that may affect the relationship described in this Agreement.

III. Funded Partner agrees to:

- a. Provide health and human services, as described in Funded Partner's application, to the people of Sumner County;
- b. Maintain its status as a non-profit, charitable organization and to conduct its operation in a manner which will not jeopardize the tax deductibility of contributions to Funded Partner or United Way under state and federal law, nor exemption under federal income and estate tax laws;
- c. Recognize and identify publicly United Way's financial support of program(s) including, but not limited to: displaying United Way's logo on property, including references in communication materials produced, and acknowledging United Way in communications such as press releases,

interviews, or broadcast media, and at speaking engagements, and social media posts in order to strengthen public identification with United Way;

- d. Maintain an active and rotating Board of Directors which meets at least four times annually;
- e. Cooperate with other organizations in meeting the needs of Sumner County, in preventing duplication of services and in promoting high standards of efficiency and effectiveness;
- f. Meet the following standards of the partnership terms:
 - 1. provide reports related to use of funds, program outcomes, or any other requested information
 - 2. provide outcome-based reporting to United Way by the stated deadline in a complete format
 - 3. understanding that deviation from the stated use of funds without express written consent from United Way, could jeopardize continued receipt of and/or return of any funds other than those specifically designated to the Agency
 - 4. regular participation in Agency Council Meetings, collaborative working group sessions focused on collective efforts and goals

5.

- g. Participate in and give support to United Way mission and its annual fundraising campaign, such as attending campaign-related events, to ensure the success of the annual campaign;
- h. Accept and allow for the allocation of funds made to funded partner for its program(s) for the period of time covered by this Agreement or any subsequent renewal, reserving the right to appeal;
- i. Conduct and submit to United Way an annual audit or financial review (including any accompanying management letter), in compliance with United Way's audit policy;
- j. Notify United Way of any significant changes and/or events concerning or initiated by Funded Partner which could affect the relationship described in this Agreement.
- k. Operate without discrimination, accepting and aligning with United Way's statement on Diversity, Equity, and Inclusion;
- 1. Recognize that the grant award provided by United Way is an "intent to fund" for the above stated time period, and should United Way experience a decrease in fundraising, or other relevant financial circumstance, the grant award may be adjusted accordingly.
- IV. United Way reserves the right to terminate or suspend funding at any time, for any reason.
- V. The Agency further agrees to accept for the period covered by this agreement an amount approved by the United Way Board of Directors.

This Agreement has been read and approved on the date noted below.

United Way of Sumner County
Ву:
UWSC Board Chair
By:
Erin Birch, CEO
Date: