

# UNITED WAY OF ALAMANCE COUNTY

## COMMUNITY PARTNER AGREEMENT

with

**Named Agency**

for

**Named Program(s)**

**Funding Period: January 1<sup>st</sup> – December 31<sup>st</sup>**

This Agreement is between the United Way of Alamance County (hereafter referred to as “United Way” and the **Named Agency** (hereafter referred to as “the Community Partner”) and is entered upon by both parties signing the **Grant Award**.

### I. TERM OF AGREEMENT

The terms of this Agreement are outlined in the **Grant Award** and shall be effective unless terminated in accordance with terms to be defined in this Agreement.

*Termination without Cause.* The Community Partner/s may terminate this Agreement by giving a 30-day notice in writing to the United Way Board of Directors.

*Termination for Cause.* Pending investigation, United Way may withhold funding from the Community Partner if it has a reasonable belief that there is cause for terminating the Agreement for Cause. “Cause” is defined as malfeasance, breach of this Agreement, cessation of services by the Community Partner, revocation of the Community Partner’s 501(c)(3) status, and/or failure to abide by any applicable law or regulation. Upon determining that Cause exists, United Way can terminate this agreement for Cause upon written notice or failure by the Community Partner to comply with this agreement. Any termination by United Way must be approved by a majority vote of United Way Board of Directors or Executive Committee.

### 2. MUTUAL BELIEFS

The parties of this Agreement believe that:

1. Participation by representative citizens in community-wide planning, budgeting, fundraising, and public relations for human service needs is essential to good community organization and administration of these social services.
2. Federated (community-wide) fundraising is the most efficient way to provide for financial support of these services.
3. The citizens of our community must consider the total needs of the community in establishment of or in continuance of community services in these fields.
4. United Way represents a partnership of organizations and contributors cooperatively working together to increase the public’s awareness and understanding of human needs and to help provide effective and efficient human service programs. The use of the term “partner” or “partnership” in this Agreement is not to be construed as a legal partnership, but rather refers simply to an agreement for a collaborative effort.
5. Program outcome measurement will ultimately improve program performance and increase accountability to donors and to the community.
6. United Way of Alamance County embraces inclusiveness, diversity and equal opportunity as core values. We understand that the community is stronger when all people are respected and their needs are met to build a healthier community. However, no program will be able to or is intended to serve all populations and may therefore delineate a target population for its services by some defining characteristics. This nondiscrimination policy does not prohibit any agency from operating specific programs based on age, gender, health, disability, or other characteristics designed to meet the specific needs of targeted populations. A program must be open to all people who fall within those targeted populations without discrimination. By accepting funds from the Community Fund, you agree to abide by this policy.

### 3. NATURE AND SCOPE OF SERVICES

The particular nature and outcomes of the services herein contracted for are outlined in the Community Partner’s proposal to United Way. For this funding period, the Community Partner’s most current programs and outcome measurements are contained in the Community Partner’s proposal to United Way.

The services contracted for, pursuant to this Agreement, shall be performed in a manner acceptable to United Way, and in strict compliance with all applicable federal, state, and local laws, and regulations which are in existence at the commencement of this Agreement and which may be adopted or amended during the term of this Agreement.

The Community Partner must notify United Way within 24 hours of 501(c)(3) status revocation, which will lead to a suspension and reevaluation of future activities, and may lead to Termination for Cause pursuant to Section 1 of this Agreement.

During this funding period, the outcomes outlined in the proposal may be modified and altered by the Community Partner; however United Way must be notified, in writing, of all such modifications and alterations. If there are proposed adjustments to program activities and procedures, there shall be joint consideration of how such change might affect the current and future budgets of the Community Partner and the total needs and services of the community.

#### **4. FUNDING**

United Way agrees to invest approved funds to programs through a periodic comprehensive review by the Community Impact Committee to assure accountability and effectiveness. The Community Partner agrees to utilize program funding and program outcome measurement as specified in its proposal to United Way and to adhere to the highest degree of integrity and ethical standards. Funding provided to the Community Partner is subject to the dollars raised and collected. United Way also agrees to inform all United Way Community Partners of the amount and sources (with donor permission) of pledged designations after the close of the campaign audit.

Funding for the nature and scope of the outcomes outlined in the proposal will be allocated and expended in accordance with the Budget outlined in the proposal. The allotted funds will be allocated in monthly installments pending receipt of all required contractual agreements. Community Partner agrees to accept the annual investment of funds made by United Way.

Except under extenuating and mutually beneficial circumstances which shall be agreed to in writing by both parties hereto, no funding provided by United Way can be used by the Community Partner for payment of debts, interest or replacement of capital endowment or other funds that have been used for operation expenses.

All surpluses existing at the end of each fiscal year can be retained by the Community Partner to provide services consistent with its proposal to United Way.

#### **5. PERFORMANCE-BASED AGREEMENT**

It is mutually agreed upon that this Agreement is performance-based, and payment and continuation of payment by United Way are specifically contingent upon adequate performance according to the standards detailed in the Community Partner's proposal. The Community Partner agrees that United Way shall have access to all records, reports, and documents, both financial and program, upon reasonable notice for the purpose of determining compliance with performance standards, except for records which are required to be kept confidential pursuant to law.

#### **6. REPORTING REQUIREMENTS**

Community Partner agrees to prepare and submit separate semi-annual financial and programmatic reports for each program funded by United Way. All reporting requirements are expected to be submitted in a timely fashion without additional reminders. In cases of non-compliance, the monthly funding may be withheld by United Way until the Community Partner is in compliance. Community Partner agrees to provide financial statements as needed or requested.

Upon reasonable advance notice from United Way, Community Partner shall permit United Way to inspect the operations and records of the Community Partner during its normal business hours. United Way agrees to make available online its annual operating budget and annual audit to partner organizations.

#### **7. COLLABORATION**

United Way agrees to facilitate and participate in community initiatives and collaborations that enhance our collective ability to undertake changing and emerging community issues. Community Partner agrees to seek collaborative opportunities with other agencies, both public and private, in an effort to address community issues in the most effective and efficient manner.

United Way agrees to serve as coordinating and communications liaison among the Community Partners of United Way. In addition, United Way agrees to maintain ongoing communication with United Way Community Partners and inform them of significant changes. Community Partner agrees to participate in United Way periodic Agency Director Meetings, which enhances communication among United Way funded programs and United Way. United Way will make only reasonable requests for reports, attendance, and special meetings, etc.

United Way agrees to publicize United Way funded programs and build community understanding of the valuable services and results achieved. The Community Partner agrees to display the United Way logo for all United Way funded programs and identify its programs as United Way funded programs in an appropriate manner.

United Way agrees to conduct an annual community-wide fundraising campaign to meet the needs of the community, taking into consideration the financial needs of each program funded by United Way, economic climate of the community and the best interest of its donors. United Way also recognizes the right of and encourages its Community Partners to generate support for its programs from outside sources and through special fundraising events. However, it is anticipated that Community Partners will consider partnering with United Way in its community-wide efforts to raise funds to meet community needs and avoid engaging in fundraising techniques that are traditionally associated with the United Way annual workplace campaign such as payroll deduction and workplace solicitations. We encourage all Community Partners to conduct a vigorous annual United Way fundraising campaign that includes participation by their constituencies and to promote undesignated giving within their organizations and while participating in workplace campaign activities and events. Community Partner agrees to be represented at United Way campaign events and to encourage attendance of its staff and volunteers.

## **8. PROTECTION OF PUBLIC FUNDS**

The Community Partner agrees to protect public funds by maintaining sound financial operations and maintaining a sound system of accounts covering income, expenditures, capital funds, and all other financial transactions according to national uniform accounting standards. It is strongly encouraged its officers or employees handling sums of money shall be bonded. No liability for unauthorized deficits shall accrue to United Way.

It is strongly encouraged that the agency agrees to have or to be diligently working toward the establishment of an operating reserve level of three to nine months of its operating expenses.

United Way agrees to serve as a responsible steward of funds contributed to United Way, by investing such funds in a sound and prudent manner, by informing the public on investments and the use of such funds, and by keeping the books and records of United Way open to reasonable public scrutiny.

## **9. TAXES**

Community Partner agrees to pay all applicable taxes in a timely manner and to provide United Way with documentation of such payment upon request.

## **10. CERTIFICATIONS**

Community Partner agrees to keep all applicable certifications current and to make such certifications available to United Way upon request.

## **11. AGREEMENT OF INDEMNITY**

Community Partner expressly represents and warrants to United Way that the Community Partner (including its officers, directors, employees and volunteers) are not and shall not be construed to be employees of United Way and that the Community Partner is solely responsible for its actions and inactions in performing this Agreement and for filing all necessary forms and returns and for making all required payments with the relevant taxing authorities.

Notwithstanding the use of the term “partner” in this Agreement, the parties hereto acknowledge that the relationship hereunder is one of independent contractor and does not constitute any relationship of master and servant, franchisor and franchisee, agent and principal, partnership or joint venture between the parties. Community Partner shall not obligate United Way for materials, services or any other obligation, nor shall Community Partner have any authority to obligate United Way for any expense of any nature whatsoever. Community Partner shall have no authority to enter into any contract binding upon United Way or to create any obligations on behalf of United Way. United Way shall not obligate Community Partner for any additional responsibilities not included in this Agreement without consulting and obtaining approval from the Community Partner. Community Partner retains the sole right to control or direct the manner in which its services are to be performed.

Community Partner will, indemnify and hold harmless United Way and its officers, directors, and employees from any and all claims, losses, liabilities, damages, expenses, causes of action and costs (including attorneys' fees and court costs) incurred by or brought against United Way, caused by or which in any way result from any breach by the Community Partner of this Agreement, or as a result of any other act or omission of the Community Partner/s, whether in connection with this Agreement or otherwise.

## **12. ADMINISTRATION**

**Community Partner** and United Way agree to maintain a representative governing board, with one member to serve as Treasurer and with the membership to serve without pay, to meet at least four times each year to supervise the work of the organization.

United Way agrees to recognize the Community Partner's autonomy in determining its own policies in administration of its program within the scope and spirit of this Agreement.

## **13. NO ASSIGNMENT**

This Agreement may not be assigned by Community Partner without United Way's written consent, and absent such written consent the assignment shall be void and of no effect.

## **14. WAIVER**

No waiver by United Way of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by United Way of any right under this Agreement shall be construed as a waiver of any other right. United Way shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

## **15. ENTIRE AGREEMENT**

Community Partner represents and warrants that this Agreement has been duly authorized by the Board of Directors of Community Partner and has taken all necessary corporate action to approve and enter into this Agreement.

This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between United Way and Community Partner.

In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Moreover, if any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.

No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the party to be charged.