

UNITED WAY OF the BROWN COUNTY AREA, INC.

Letter of Assurances

April 1, 2018 – March 31, 2020

(hereafter referred to as the "Organization") and United Way of

(insert organization name here)

the Brown County Area, Inc. (hereafter referred to as "United Way") agree as follows:

Term: This agreement applies to the 2018-2020 funding cycle, which begins on April 1, 2018 and ends on March 31, 2020. (The amount of the award shall be based on results of the 2017 and 2018 United Way Campaign and Community Investment committee review).

Fund Raising: Organization agrees that it shall implement its fund-raising activities in a manner that is consistent with United Way's Supplemental Fund Raising Partnership Policy and does not compete with the annual United Way Campaign. To this end, the organization agrees not to conduct any fund-raising endeavors during the "United Way Days" period of September 1st to Thanksgiving without prior approval of United Way.

United Way recognizes that it is necessary for organizations to seek funding from a variety of sources. Accordingly, organization may conduct sustaining membership drives and special events, charge fees for services and conduct other revenue-generating activities consistent with the Supplemental Fund-Raising Policy. Capital fund-raising plans and activities should also be communicated to United Way.

Donor Designations: Organization agrees that the work place should be free from any form of competition for giving and that every donor shall have the right to choose where s/he wants her/his contribution to be used without inappropriate influence on that personal decision. Accordingly, organization agrees that it shall not in any manner or form attempt to restrict, influence or create donor designations as part of the United Way Campaign and will comply with United Way Donor Designation Policy.

Use of Funds: Organization agrees to provide services and activities as set forth in the program proposal(s) submitted to United Way. No part of the allocation shall be used to pay any debt owed by the Agency or for the purchase of capital equipment without previous consent of the United Way. All grant dollars must be spent on programs or clients that are served in the Brown County area.

Reporting: Organization will, when so required or conditioned by United Way, provide periodic program reports pertaining to the provision of services and the cost of provision of services as outlined in the organization's program proposal(s). Organization further agrees to address any concerns and meet any conditions set forth by United Way.

Withholding of Funds: Organization agrees to submit necessary reports, eligibility compliance documents, or other materials on a timely basis. Failure to submit materials will result in the withholding of following allocation check or forfeiting of future checks and United Way membership unless the Organization can provide sufficient justification for failure to comply.

Illegal Act or Irregularities: Organization agrees to provide prompt notice to United Way of any litigation, criminal investigations or embezzlements involving the organization. United Way will hold this information in strictest confidence.

Agency Identification with United Way: Organization agrees to use current United Way signage on building, office, etc. and current United Way logo on letterheads, brochures, newsletters, displays, etc. United Way support is to be identified in organization news articles and promotions.

Participation with United Way: Organization agrees to participate in United Way meetings and endeavors to the extent possible, in campaign speaking, presentations, displays, videos, public service announcements and advertising efforts.

United Way Campaign: United Way encourages the organization to conduct and participate in United Way's County-wide Campaign, giving its employees the opportunity to contribute and offering them the option of payroll deduction if possible. The work place campaign allows the employee to demonstrate personal commitment to the community, support programs of choice and promote satisfaction. Organization staff plays a key role in demonstrating the importance of giving through United Way to support effective and accountable human service programs. Of course, giving is a personal matter. It should be done without coercion and with understanding. "Any resemblance of pressure (whether real, implied, or perceived) is contradictory to United Way operating standards."

Licensure and Permits: Organization shall obtain and maintain federal, state or local licenses or permits that are required to implement the program. Organization is required to have at their site: 1) 501(C)3 authorization letter by the Internal Revenue Service 2) file IRS Form 990 annually (exceptions apply i.e. IRS Form 990 not required if gross revenue is under \$50,000).

Supplemental Partnership Policy:

This supplement to the Letter of Assurances establishes a working partnership of the United Way and its partner organizations. Therefore it is required that United Way and partner organization will:

- Strive to increase the public's understanding and appreciation of and participation in human care programs.
- Consult and work together on matters of common interest in an effort to achieve results, which are to the best interest of the community as a whole.
- Provide for human care services on a non-discriminatory basis.
- Cooperate with other agencies to prevent a duplication of services and to promote effective and efficient administration of those services with mutual respect to all parties.
- Provide no new services or expansion of present services in the community without first obtaining consent of the United Way. United Way agrees to respect the agency prerogative of determining its own policies and programs that are stated in the annual agency budget report and are consistent with the overall objectives of the United Way and this partnership agreement.
- Partner Organizations will act as a responsible steward of funds distributed by United Way and submit all of its financial records to an audit by an independent public accounting firm or notarized official.

This Assurance is given in consideration of and for the purpose of obtaining United Way funding.

The organization agrees to notify United Way of problems the organization has or expects to have complying with these assurances. The organization recognizes and agrees that such funding will be extended in reliance upon the representation and agreements made in this assurance. If the organization fails to comply with these assurances or to meet performance expectations, upon notification, United Way reserves the sole right to withhold, adjust or cancel payments, as well as de-fund programs based upon the organization's failure to comply. To this purpose, the United Way agrees to extend the use of the Complaint Form and Hearing to the organization.

Payment of Funds: United Way agrees to provide payment in four equal parts of the total annual award to the organization. The payments will be sent by April 30, July 31, October 31 and January 31.

(Organization Board President signature)

(Organization Board President printed)

(Date)

(Organization Exec. Director signature)

(Organization Exec. Director printed)

(Date)

(UW Board Chair signature)

(UW Board Chair printed)

(Date)