

STATEMENT OF AGREEMENT
Between
UNITED WAY OF JUNCTION CITY/GEARY COUNTY
And
PARTNER AGENCIES

I. General Principles:

- A. The United Way of Junction City Geary County and the Partner Agency agree to maintain a policy of “non-discrimination” in compliance with Federal and State guidelines and/or regulations.
- B. United Way of Junction City Geary County and the Partner Agency agree to conduct operations subject to sound budget controls and fiscal procedures.
- C. The United Way of Junction City Geary County and the Partner Agency agree that in the event United Way of Junction City Geary County is unable to meet its total goal, or is otherwise unable to meet its financial obligation to the Partner Agency, the Partner Agency will receive an amount as determined by Board of Directors, with no right to appeal.
- D. The United Way of Junction City Geary County and the Partner Agency will work together during Campaign events to ensure a successful drive. The United Way of Junction City Geary County will seek the support of the Partner Agency and the Partner Agency will provide whatever assistance is requested of them (i.e.) provide volunteers, plan tours and/or assist in a speaker’s bureau.
- E. The initial term of this Agreement shall be for one (1) year from the Effective Date (the "Initial Term"). The Partner Agency will be provided the opportunity to renew the Agreement for successive one (1) year periods thereafter, unless either Party provides written notice of intent not to renew at least thirty (30) days prior to the expiration date of the Initial Term or the then current Renewal Term, if any.

II. United Way Agrees:

- A. Recognize and respect the autonomy of the Partner Agency, through its governing Board, to determine its own policies and to manage its own programs within the scope and spirit of this agreement.

- B. Conduct a yearly campaign for operating funds and set goals for this campaign with consideration for the financial needs of the Partner Agency, the economic climate and the long-range goals of the United Way.
- C. Keep comprehensive and accurate financial records and have these records audited annually by an independent public accountant.
- D. That the grant approved for the Partner Agency for January 1, 2020–December 31, 2020 shall be paid on a monthly basis.
- E. To encourage its Executive Director to hold regular Quarterly meetings with Partner Agency Directors.
- F. To promote and support Partner Agency and Partner Agency programs and services throughout Junction City and Geary County.
- G. To extend to the Partner Agency the benefit of United Way experience and assistance, as requested.
- H. To give Partner Agency adequate notification and time to prepare for annual membership review and community investment process.
- I. The Partner Agency shall not be held liable for any legal or illegal action of the United Way of Junction City/Geary County.

III. The Partner Agency Agrees:

- A. To notify the United Way, in writing of any new services or scope of activities to be undertaken.
- B. To actively support the campaign efforts of Junction City Geary County United Way throughout the year. The Partner Agency is encouraged to share United Way campaign material among employees, staff, volunteers, and board members. The Partner Agency should be willing to provide speakers, conduct agency tours and participate in United Way events and opportunities as appropriate. The Partner Agency should also be willing to provide volunteer opportunities when appropriate in an attempt to mobilize the caring power of our community.
- C. To attend quarterly meetings held by the Junction City Geary County United Way. At least one representative from the Partner Agency should attend no less than three of the quarterly meetings.
- D. To ensure they are listed with the 211 of Kansas Program.
- E. To use no funds allocated to the Partner Agency from the United Way of Junction City Geary County for any activity, service or program other than that for which it

was requested and only within the confines of Junction City/Geary County unless otherwise approved by the United Way of Junction City Geary County Board of Directors.

- F. Unexpended allocated funds in excess of \$500 will be returned to United Way of Junction City Geary County General Fund.
- G. Keep comprehensive and accurate financial records and have these records audited annually by an independent public accountant.
- H. Maintain in good standing non-profit 501 (c)(3) status.
- I. To display the insignia of United Way of Junction City Geary County on all printed material and promote the interest of United Way of Junction City Geary County in all its publicity or news releases. The Partner Agency will include the fact that it is a United Way of Junction City Geary County member in all news and public presentations.
- J. Annually review this agreement with Partner Agency Board of Directors prior to its execution and submission to the United Way of Junction City Geary County.
- K. United Way of Junction City Geary County shall not be held liable for any legal or illegal actions of any Partner Agency.

IV. The United Way of Junction City GE County and the Partner Agency Agree:

- A. To maintain a responsible management, governing board and staff to administer its programs and/or services.
- B. To cooperate with other agencies within Junction City/Geary County, to prevent duplication of effort and to promote efficiency and economy of administration.
- C. That the Partner Agency shall present to United Way of Junction City Geary County its funding request for that fiscal year together with such background information and materials as requested by the United Way
- D. A community investment committee, comprised of a minimum of 3 United Way Board Members and 12 community volunteers, will review each new individual application for membership into the United Way. Programs and/or Services provided by agencies must deal with meeting needs of the citizens of Junction City/Geary County and support United Way's goals of education, income and health.
- E. The United Way of Junction City Geary County will conduct thorough annual community investment hearings where the Community Investment panel members will review each Partner Agency budget request. Agencies will participate in annual site visits and presentations.

F. The Community Investment Core Committee will make a recommendation as to the funding level for each Partner Agency to the United Way Board of Directors. The United Way of Junction City Geary County Board will make a final decision regarding the amount to be granted to the Partner Agency. There will be NO APPEAL PROCESS. The decision of United Way of Junction City Geary County Board of Directors is final.

V. Breach by the Partner Agency:

Breach by the Partner Agency of any of the provisions of this agreement may result in termination of this contract or reduction of allocation by the United Way, after a full review of all the facts.

VI. Breach by United Way:

If the Partner Agency feels that United Way of Junction City Geary County has breached any parts of this contract, it can call for a hearing before the Board of Directors. The Partner Agency will submit their request for a hearing in writing to the President of the United Way of Junction City Geary County Board of Directors. The United Way of Junction City Geary County Board will schedule a hearing within two weeks after receipt of the request.

VII. Termination:

- A. A Partner Agency may terminate the relationship created by this agreement on sixty (60) days notice, which may be given at any time. Any such termination must be by written notification from the Board of Directors of the Partner Agency and funding shall cease on the effective date of termination.

- B. United Way of Junction City/Geary County reserves the right to terminate the relationship created by this agreement without advance notice in the event the Partner Agency fails to meet, at any time, the basic criteria for membership as determined by United Way of Junction City/ Geary County Board of Directors. The Partner Agency has the right submit their appeal within thirty (30) days. A hearing will be scheduled with United Way of Junction City Geary County Board of Directors at which a final decision will be made with no right to appeal.

The spirit of this Agreement is one of complete cooperation between the parties and based on mutual respect, needs, and support that will enable United Way of Junction City Geary County and Partner Agencies to best serve the citizens of Junction City and Geary County, Kansas.

By signing below both United Way of Junction City Geary County and the Partner Agency indicate they have read and agree to abide by this Agreement.

UNITED WAY OF
JUNCTION CITY/GEARY COUNTY:

President, United Way Board of Directors Date

Executive Director, United Way of Date
Date
Junction City/Geary County

PARTNER
AGENCY:

Partner Agency Board President Date

Executive Director