2026/2027 UNITED WAY OF CALDWELL COUNTY AGENCY AGREEMENT

Agency Name: _____

The United Way of Caldwell County's mission is to measurably improve the lives of both individuals and families in Caldwell County by uniting the resources of donors, volunteers, agencies, and the community while maintaining the highest level of integrity and accountability.

Each year, our Board of Directors identifies our community's needs and ensures that our funded agencies align with our mission. If you have received this agency agreement, we believe that your organization aligns with the United Way of Caldwell County's mission. You will receive an allocation from United Way of Caldwell County for the 2026/2027 funding cycle.

Executive Director Initials_____Board President/Chair_____

THE UNITED WAY AGREES:

1. To conduct an annual county-wide fundraising campaign and to perform all collection duties of the pledges received during the campaign.

2. To respect the essential autonomy of the individual agency and the authority of its Board of Directors to determine its policies and manage its services.

3. To assist in promoting the participating agency's name and services and sharing the agency's programs with the community.

4. To assist the participating agency in budget preparation and budget management, if the agency requested such assistance.

5. To allocate contributed funds through the citizen's review process and provide a fair, comprehensive, and courteous review of each agency.

6. To pay the agency based on the annual approved allocation and campaign collections, some reduction in approved allocations may be necessary if campaign contributions fall short of the goal.

7. To recognize the established practices of the agency in maintaining an interested constituency, including agency promotions and fund drives conducted within established guidelines.

8. To submit its financial records to an audit or review by a Certified Public Accountant. The full audit shall be available for inspection by the agency upon request.

THE AGENCY AGREES:

1. To have a local, volunteer board of directors that meets regularly and is responsible for governing the affairs of the agency.

2. To cooperate with other agencies in the development and delivery of services to the community.

3. To include the fact of its United Way affiliation by including the United Way logo on all material used by the agency distributed to its membership or the public, regardless of the type of media used (print, radio, television, billboard, digital media, social media, etc.).

4. Any materials using the United Way of Caldwell County name or logo must be submitted for approval prior to publication or production to ensure compliance with United Way brand standards. The United Way name and logo may not be used in connection with political campaigns, candidate endorsements, partisan activities, or in a manner that implies United Way's endorsement of religious or political beliefs.

5. The Agency agrees to keep United Way of Caldwell County informed of upcoming events, including fundraisers, community programs, and other public events, so that United Way may assist in promoting these opportunities when appropriate. The Agency also agrees to notify United Way of significant organizational milestones or celebratory events, such as ribbon cuttings, anniversaries, grand openings, or other special occasions, so that United Way staff and Board members may attend and show their support when possible. Additionally, if the Agency becomes aware of community-wide events, resource fairs, or other opportunities where United Way's participation or presence would be beneficial, the Agency agrees to share that information with United Way.

6. The Agency agrees to provide United Way of Caldwell County with quarterly updates that include program metrics, success stories, and other information demonstrating the impact of United Way funding. These updates may be used to support donor communications, workplace campaigns, grant reporting, and community outreach. The agency also agrees to register with NC 211 and to update their listing at least annually.

7. The Agency agrees to participate in United Way engagement opportunities when reasonably requested. This may include providing a staff member or board representative to speak at United Way Board meetings about the impact of funding received or participating in workplace campaign presentations by sharing brief stories about the Agency's programs and community impact.

8. To verbally announce its United Way affiliation at all public speaking opportunities, agency events, and facility tours.

9. To cooperate with and enthusiastically support United Way and the joint concurrent campaign, making available volunteer and professional leadership lists of its contributors and workers and other services that may be helpful to the campaign's success.

10. To submit its proposed budget request to United Way by the appropriate date and cooperate with the Allocations Committee according to its review procedures.

11. To maintain its internal financial and accounting records in accordance with the Financial Accounting Standards Board (FASB-116) for Nonprofits.

12. To provide a copy of the most current agency audit, review, or compilation by an Independent Certified Public Accountant, unless exempted by United Way. If exempt by United Way, financial reports accepted by the NC Secretary of State Solicitation Licensing Division application for a Solicitation License are acceptable. (IRS Form 990 or 990EZ, Audited Financial Statement, or NC Annual Financial Report Form)

13. To present its financial information to the United Way on forms prescribed by the United Way.

14. The Agency agrees to promptly notify United Way of Caldwell County of any significant legal issues, regulatory investigations, audits, or other events that may impact the Agency's ability to provide services or fulfill the terms of this agreement.

15. To maintain a current file in the United Way office, always with the following documents:
    a. IRS tax exemption letters
    b. Agency-United Way agreement
    c. Certification of Non-Discrimination and Affirmative Action Plan, as well as the United States Patriot Act / Anti-terrorism Compliance Certification
    d. Current list of Board of Directors and Officers

THE UNITED WAY AND THE AGENCY RECOGNIZE THAT:

1. Nothing in the above should be construed as prohibiting an Agency from enlisting activity memberships, i.e., individuals who pay a fee for the privilege of using Agency facilities.

2. The agency may receive bequests, legacies, memorials, and unsolicited gifts. All such income will be considered in determining the allocation of funds for the agency in the United Way campaign.

3. The agency may conduct a Capital Fund Campaign after approval of the Executive Committee of United Way. Failure to seek prior approval could impact your future allocation requests.

4. Funds designated to the agency, if paid to United Way, shall be considered part of the amount due to the agency from United Way's campaign results.

THIS AGREEMENT SHALL BE RENEWED ANNUALLY BY BOTH THE UNITED WAY AND THE PARTICIPATING AGENCY.

This agreement has been read and approved at the (Date)_____ meeting of the governing body for _____ and at the (Date) _____ meeting of the United Way Board of Directors.

Date _____ _____
(Agency - Executive Director)

Date _____ _____
(Agency - Board President)

United Way of Caldwell County, Inc.

Date _____ _____
(UW – Executive Director)

Date _____ _____
(UW - Board President)