

**Pocono Mountains
United Way**
PoconoUnitedWay.org



FUNDED AGENCY AGREEMENT

Between

Pocono Mountains United Way
301 McConnell Street Stroudsburg, PA 18360

(Referred to hereinafter as **PMUW**)

and

{Insert Funded Agency Name}
{Insert Funded Agency Address}

(Referred to hereinafter as the **Funded Agency**)

For the inclusive period beginning July 1, 20xx and ending June 30, 20xx

NOW THEREFORE, it is agreed as follows:

Section I. BOTH PMUW AND THE FUNDED AGENCY AGREE:

- A. To maintain responsible management through written organizational by-laws and policies, and a representative governing board that serves without monetary compensation and meets at least four times a year.
- B. To maintain financial and legal policies and procedures, including those that govern conflicts of interest, to ensure compliance with the agency's mission and vision statements, its by-laws and with generally accepted accounting principles (GAAP).
- C. To comply with all applicable federal, state and local laws related to the agency's operations and to maintain all necessary licenses required to implement the agency's programs and services.
- D. To refuse to engage in or tolerate any form of discrimination or harassment; and as such, to offer opportunities for participation in programs, services, and policy designation, as well as volunteer, staff employment, and board representation to persons regardless of race, color, religion, creed, age, gender, sexual orientation, national origin or ancestry, marital status, veteran status or disability.
- E. To cooperate with each other in eliminating duplication of effort, improving efficiency of administration and fundraising, by promoting and participating in the solicitation of funds for the annual PMUW campaign and interpreting the Funded Agency's services to the community in such a manner as to identify the Funded Agency's affiliation with PMUW.
- F. To keep one another informed on all matters of common concern and to identify and report significant program and/or financial changes throughout the funding period.
- G. That financial support decisions will be made by PMUW annually, and the Funded Agency must apply annually for such support, as per guidelines provided by PMUW.
- H. That any contribution received by PMUW that is designated by a donor for the benefit of the Funded Agency will be awarded separately from the allocation amount stated herein. Note also that the funds designated by donors would be given to the Funded Agency regardless of whether or not the Funded Agency chooses to sign on to this Agreement with PMUW - assuming the Funded Agency has completed the anti-terrorism requirements noted in section 5.
- I. That the commitments made in this Agreement by PMUW to the Funded Agency, and by the Funded Agency to PMUW are limited to the funding period specified within this agreement and are conditioned upon PMUW providing financial support specified herein and conditioned upon the Funded Agency providing full and complete semi-annual reporting, as per guidelines provided by PMUW.

- J. That the commitments made in this Agreement are specific to:
1. the following Funded Agency program(s), which are detailed in the Funded Agency's proposal submitted to PMUW, which the Funded Agency agrees to implement in full and to the best of its ability:

{Insert Funded Agency Program}

and

2. the below associated funding amounts, respectively, (**not inclusive** of donor designations), which PMUW agrees to distribute to the Funded Agency, as per the covenants stated herein:

{Insert Allocation Amount}

- K. That the performance measurement indicators on which the Funded Agency will report may be amended based on mutual agreement of both parties.

Section II. PMUW AGREES:

- A. To conduct a community-wide campaign to raise funds for community service programs and activities serving Monroe County, PA that align with the PMUW Strategic Priorities.
- B. To allocate and utilize funds raised through its annual campaign to address the needs and priorities of the community.
- C. To distribute to the Funded Agency its funding allocation(s) specified above in Section I.- J., divided into four equal portions and paid on a quarterly basis.
- D. To keep the public informed on funding allocations, uses and results.
- E. To conduct an annual audit by an independent auditor.
- F. To communicate to the Funded Agency relevant opportunities to present their organization and programs to the public and to provide a network for technical assistance and coordination, and build the capacity of Funded Agencies, as feasible.
- G. That the Funded Agency is an autonomous agency and has the right, within the limitations it has voluntarily accepted in this Agreement, to determine its own policies and programs and to determine, administer and control its own budget.
- H. That the Funded Agency reserves the right to seek external monetary, in-kind and volunteer support to fund its programs and operations.

Section III. THE FUNDED AGENCY AGREES:

- A. To immediately inform PMUW of any existing or new: tax liens, delinquent federal or state payroll taxes or past due payments governmental agencies, and/or any adverse actions against the Funded Agency by regulatory, licensing, or oversight agencies. The Funded Agency understands that such delinquencies may result in the termination of this agreement, at the sole discretion of PMUW.
- B. To provide and regularly update 211 with information about all available services in Monroe County.
- C. To provide adequate records demonstrating that the funding provided by PMUW is directly benefiting Monroe County residents, including semi-annual reports, as per PMUW guidelines.
- D. To not solicit funds from external employee groups whether by arranging for payroll deductions with employers, conducting employee campaigns with external agencies, engaging in employee workplace solicitation or by other similar means, including but not limited to, electronic solicitation of external employee groups for the purpose of establishing a workplace campaign or payroll deduction plan of any type.
- E. To accept the funding decisions noted herein, recognizing that funding allocations are determined by the Resource Investment Committee and the PMUW Board of Directors.
- F. To conduct an annual independent audit by a CPA assessing the Funded Agency's compliance with general accepted accounting practices (GAAP), and make this audit available to PMUW. If the Funded Agency's annual revenue is less than \$750,000, a financial review by a CPA is sufficient instead of a full audit. If the Funded Agency's annual revenue is less than \$250,000, a financial compilation by a CPA is sufficient in the place of either an audit or a financial review.
- G. That the Funded Agency assumes responsibility for any and all operational deficits.
- H. That PMUW will not be held liable for any legal or illegal actions taken by the Funded Agency.
- I. That funding by PMUW is provided based, in part, on an agency being found in compliance with this Agreement and each of its covenants.

Section IV. CHANGES AND TERMINATION

- A. Any changes to the terms of this agreement must be mutually agreed to, in writing, by both parties.
- B. PMUW or the Funded Agency may terminate the relationship created by this agreement on sixty (60) days of notice, which may be given at any time. Any such termination must be by written notification from the Board of Directors of PMUW or the Funded Agency and funding shall cease on the effective date of the termination. All unspent funds shall be returned to PMUW for redistribution.

