

ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA COMMUNICATION FORM

ITEM DATE: April 3, 2019	ITEM TIME:
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FROM:	DHS/First Impressions of Routt County
TODAY'S DATE:	March 15, 2019
AGENDA TITLE:	Approval and authorization of signature of Routt County United Way's Member Agency Agreement for 2019 on behalf of Routt County as fiscal agent for the Routt County Early Childhood Council.

CHECK ONE THAT APPLIES TO YOUR ITEM:	
<input checked="" type="checkbox"/> ACTION ITEM	
<input type="checkbox"/> DIRECTION	
<input type="checkbox"/> INFORMATION	

I. DESCRIBE THE REQUEST OR ISSUE:

Approval and authorization of signature of Routt County United Way's Member Agency Agreement for 2019 on behalf of Routt County as fiscal agent for the Routt County Early Childhood Council.

II. RECOMMENDED ACTION:

Recommend signature.

III. DESCRIBE FISCAL IMPACTS (VARIATION TO BUDGET):

PROPOSED REVENUE:

PROPOSED EXPENDITURE:

FUNDING SOURCE:

IV. IMPACTS OF A REGIONAL NATURE OR ON OTHER JURISDICTIONS (IDENTIFY ANY COMMUNICATIONS ON THIS ITEM):

N/A

V. BACKGROUND INFORMATION:

Routt County as fiscal sponsor for Routt County United Way has received funding since 2001 for the First Impressions Early Care and Learning Tuition Assistance Program.

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VI. LEGAL ISSUES:
N/A
VII. CONFLICTS OR ENVIRONMENTAL ISSUES:
N/A
VIII. SUMMARY AND OTHER OPTIONS:
For 2018, the First Impressions Early Care and Learning Tuition Assistance Program served 162 families and 180 children. Without the scholarship program, low-income families who are not eligible for the Colorado Child Care Assistance Program would not be able to access quality early learning programs.



Routt County United Way

Member Agency Agreement
January, 2019 - December, 2019

THIS AGREEMENT is entered into this 1st day of January 2019, by and between ROUTT COUNTY UNITED WAY, a non-profit corporation organized and existing under the laws of the State of Colorado (hereinafter "United Way") and ROUTT COUNTY AS FISCAL AGENT FOR ROUTT COUNTY EARLY CHILDHOOD COUNCIL (hereinafter "Member Agency").

WHEREAS, United Way is a Colorado non-profit corporation organized for the purpose of raising and allocating resources to health and human service organizations in Routt County, Colorado; and

WHEREAS, Member Agency is desirous of becoming one of several member agencies affiliated with United Way and of receiving allocations from United Way to provide health and human services for the benefit of Routt County, Colorado.

NOW, THEREFORE, the parties hereto, in consideration of the mutual promises herein set forth and intending to be legally bound hereby, covenant and agree as follows:

I. United Way agrees:

- A. To organize and conduct annually a comprehensive fundraising campaign in Routt County for the benefit of health and human services. In connection therewith to identify Member Agency as an affiliate of United Way, and to communicate to the public the broad range of services provided by all member agencies.
- B. After providing for its fundraising, administrative and operating expenses, to allocate annually funds received during the preceding fundraising campaign. Such allocations are to be made on the basis of demonstrated community needs, United Way's strategic plan and are subject to the availability of resources from the annual campaign. Funds allocated to Member Agency by United Way shall be paid in four equal installments on or about the following dates: July 1, October 1, December 15 and April 1.
- C. To assist Member Agency in making its programs and services known to the community and to support efforts by Member Agency to develop a broad base of community financial assistance, both public and private, that does not interfere or compete with the annual campaign.
- D. To inspect the budget of Member Agency for the purpose of assuring the citizen donors of Routt County, Colorado, that the funds are being used to promote the human service purpose of Member Agency.
- E. To identify a liaison between Routt County United Way and the Agency to facilitate communications and understanding of operations between the organizations.

II. Member Agency agrees:

- A. To employ and maintain responsible management and sound administrative and fiscal practices and to conduct a program serving current community needs for health and human service needs.
- B. To comply with all applicable federal, state and local laws, rules and regulations, and to meet applicable state and local standards for licensing and certification and to conduct affairs in such a manner as to qualify as a tax-exempt organization as described by the United States Internal Revenue laws.

Initial _____ Board Chair

APPROVED AS TO FORM Page 1 of 4
ROUTT COUNTY ATTORNEY'S OFFICE

By: EK Date: 3/12/19

- C. To provide such financial and service data regarding its operations as may be requested by United Way, including an annual audit or financial review made in accordance with generally accepted auditing standards by independent certified public accountants. The organization's annual tax return form 990 may be requested.
- D. To operate, by policy and practice, on a nondiscriminatory basis with regard to race, color, religion, ancestry, age, non-job-related handicap, citizenship, sexual orientation, or any other protected attribute.
- E. Not to make any direct solicitation or conduct a fundraising activity during the annual campaign (September 15 through November 15) that the United Way Board of Directors, in its sole discretion, may deem to compete with or weaken the effectiveness of the annual campaign. Member Agency should notify United Way of any fundraising activity that takes place during or around the time of the annual campaign.
- F. Not to participate in any activity that could adversely affect the reputation of United Way in the community.
- G. To include a prepared statement and/or United Way logo during any fundraising activity, in any direct solicitation, or in any publication and online materials regarding itself or its human service activity stating that Member Agency is affiliated with United Way or partially supported by United Way.
- H. To display the Member Agency United Way logo and name at its physical facilities.
- I. To participate in promoting the fundraising efforts of United Way, and to encourage its constituents to actively support the United Way annual campaign without soliciting donors to designate their United Way contribution to Member Agency.
- J. To identify a liaison between agency and Routt County United Way to facilitate promotion of each other's organization.
- K. To periodically promote 2-1-1 to clients and associates utilizing marketing materials provided by United Way.

III. Terms of this Agreement

- A. Life of the Agreement: This agreement shall be in effect from January 1, 2019 through December 31, 2019, unless terminated earlier as specified in section III (B).
- B. Termination of the Agreement: Routt County United Way or Member Agency may terminate this agreement at any time by giving the other party ten days written notice of said termination. United Way may also terminate this agreement immediately without prior notice if Member Agency closes its operation, loses its tax exempt status, no longer accepts clients or renders health and human services to residents of Routt County, Colorado, or violates any of the terms, conditions or covenants contained in this agreement.
- C. Effect of Termination: If a Member Agency terminates its agency status as stated in Section B above, the member Agency shall:
 1. Return any funds, on a prorata basis, that have been provided by Routt County United Way for periods beyond the effective date of the termination.
 2. Any funds allocated to Member Agency but not paid to it may be retained by United Way.
 3. Immediately cease use of the United Way logo on its premises and in any materials used by the agency
- D. Penalties for Noncompliance: United Way may cancel or defer, with 30-day notice, any payment to Member Agency in the event Member Agency fails to comply with any of the major provisions of this agreement.
- E. Entire Agreement: This agreement sets forth the entire agreement between the parties regarding the terms herein, and fully supersedes any and all prior agreements or understandings, whether written, oral, implied, or otherwise, between the parties pertaining to the terms of this agreement. Any modification of this agreement will be effective only if it is in writing and signed by the parties.
- F. Dispute Resolution: United Way and Member Agency agree to participate in informal mediation prior to initiation of any legal process.
- G. Choice of Law: United Way and Member Agency agree the laws of the State of Colorado shall govern this agreement and the venue for any civil action related to the interpretation or enforcement of this agreement shall be exclusively in the District Courts of Routt County, Colorado.

Initial _____ Board Chair

H. ANTI-TERRORISM COMPLIANCE MEASURES

In compliance with the USA PATRIOT Act and other counter terrorism laws, Routt County United Way requires that each agency certify the following:

"I hereby certify on behalf of **ROUTT COUNTY AS FISCAL AGENT FOR ROUTT COUNTY EARLY CHILDHOOD COUNCIL** that all United Way funds and donations will be used in compliance with all applicable anti-terrorist financing and asset control laws, statutes and executive orders."

In WITNESS THEREOF, the parties hereto, intending to be legally bound, have caused this agreement to be executed as of the day and year first above written.

ROUTT COUNTY AS FISCAL AGENT FOR ROUTT COUNTY EARLY CHILDHOOD COUNCIL

BY: Print Name: _____ Title: Executive Director

Signature: _____ Date: _____

Print Name: _____ Title: Board Chair/President

Signature: _____ Date: _____

ROUTT COUNTY UNITED WAY

BY: Print Name: _____ Title: Executive Director

Signature: _____ Date: _____

Addendum I to Routt County United Way and Member Agency agreement JANUARY, 2019 – DECEMBER, 2019

United Way agrees to:

1. "Like" each Agency on Facebook. Repost significant posts.
2. Be included on Agency press release list.
3. Sign up for Agency emails.
4. Agency logo and description on our website and link to Agency website.
5. Provide a logo kit and style guide, sample copy for campaign, and general copy for printed and online materials.
6. Include Agency's chosen liaison on United Way's press release list and ask if Agency would like to receive United Way emails.

Member Agency agrees to:

1. Encourage and support workplace giving in Agency.
2. Include United Way verbiage and/or logo on brochures and other marketing material as per agreement.
3. Attend campaign events.
4. Talk about United Way to clients and donors, specifically during campaign time.