

***Statement of Agreement***  
***Between Greater Gallatin United Way***  
***&***  
***Southwest Montana Community Organizations Active in Disaster***

*Reviewed & approved by GGUW Board of Directors on 4 November 2021.*

*Reviewed & approved by SWMT COAD on 17 November 2021.*

The Board of Directors of **Greater Gallatin United Way (GGUW)** has agreed that Greater Gallatin United Way will serve as the fiscal agent for disaster relief donations on behalf of **Southwest Montana Community Organizations Active in Disaster (COAD)**. The purpose of this Agreement is for GGUW to receive funds from community individuals, businesses and other organizations and entities and disburse these funds for disaster relief services in the areas of Gallatin, Park, Madison, and Meagher Counties until such time as both parties agree to terminate this agreement.

Greater Gallatin United Way has determined that the community disaster response services provided by COAD is aligned with GGUW's goals and objectives for ensuring that basic needs and human care services are available to improve the lives of all affected by disaster crises in the greater Gallatin region.

GGUW and One Valley Community Foundation (One Valley) came together in March 2020, with GGUW as the fiscal agent to co-launch and co-manage the Southwest Montana COVID-19 Response Fund, a charitable fund for the purpose of raising money and providing grants to organizations working to meet community needs arising from the COVID-19 pandemic, social distancing and subsequent economic shutdown. As of November 2021, \$806,624 was raised and allocated through the COVID-19 Response Fund.

GGUW and One Valley again came together in September 2020 to co-launch and co-manage the Bridger Foothills Fire Relief Fund, a charitable fund for the purpose of raising money and providing funds to individuals and organizations working to meet needs arising from the fire such as loss of homes and personal belongings/basic needs, loss of job income, significant impact on the land, ranch businesses, and mental health. As of November 2021, \$410,853 was raised and allocated through the Bridger Foothills Fire Relief Fund.

Given the increasing occurrence of natural and man-made disasters across the planet, our country, our state, and our region that impact the well-being of individuals and families in the local communities we serve, there is likely going to be a future need to mobilize the caring power of our communities to improve lives during and after disaster.

Planning for future disasters and disaster preparedness and mitigation helps reduce the stress and workload for those responding to a disaster and improves efficacy of disaster response efforts. GGUW has agreed to enter into an ongoing collaborative Agreement with COAD as outlined in this Statement of Agreement, setting forth the services and supports to be provided in preparation for a disaster, during a disaster, and in post-disaster recovery. One Valley Community Foundation has expressed interest in continued involvement with COAD and GGUW's disaster relief fundraising and allocations processes – particularly for disasters affecting One Valley's service area of Gallatin County.

**By this action, Greater Gallatin United Way agrees to provide the following support for COAD:**

1. Greater Gallatin United Way hereby agrees to establish a separate bank account and accounting record for COAD-affiliated disaster relief funds including regular reports detailing money received and allocated. GGUW agrees that all donations that it receives for COAD-affiliated disaster relief funds will be reported as contributions to GGUW as required by law. GGUW agrees to notify COAD of any changes in its tax-exempt status.
2. When disaster relief funding needs to be distributed to agencies providing disaster relief services, a COAD Donations Steering Group (led by GGUW and/or co-led by GGUW and One Valley) along with input from COAD's designated Gallatin County Emergency Management official, will determine allocations funding amounts and GGUW will disburse disaster relief donations/funds accordingly. When disaster relief funds need to be distributed to individuals impacted by a disaster, a COAD Unmet Needs Committee will provide case management and funding recommendations, which GGUW will allocate accordingly. The membership of the DSG and Unmet Needs Committee and the designated Emergency Management official shall be named in writing in official COAD minutes.
3. Greater Gallatin United Way will deduct a 5% administrative fee of all amounts deposited for COAD disaster relief funds to defray GGUW's (and where applicable, One Valley's) costs of administering the disaster relief fund and donation processing fees specific to COAD donations and disbursements. 95% of total relief funds/donations received by GGUW will be disbursed for disaster relief services/needs.

**By this action, Southwest Montana Community Organizations Active in Disaster (COAD) agrees to the following:**

1. COAD involvement in disaster relief fundraising and allocations and other disaster relief activities will be operated in a manner consistent with Greater Gallatin United Way's tax-exempt status. No material changes in COAD's mission and purpose as it relates to this Agreement shall be made without prior written permission of Greater Gallatin United Way. COAD and its partners acting under COAD will not carry on any activity or use funds in any way that would jeopardize Greater Gallatin United Way's tax-exempt status.
2. COAD and its partners under the COAD identity will not and shall not attempt to influence legislation or participate or intervene in any political campaign on behalf of any candidate for public office or otherwise engage in the carrying on of propaganda (within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986).
3. COAD shall notify GGUW immediately of any change in (a) legal or tax status, and (b) executive or key staff responsible for achieving its purposes.

4. COAD hereby irrevocably and unconditionally agree, to the fullest extent permitted by law, to defend, indemnify and hold harmless GGUW, its officers, directors, trustees, employees, volunteers, and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorney's fees) directly, indirectly, wholly or partially incurred by reason of Greater Gallatin United Way serving as fiscal agent for disaster relief donations for COAD pursuant to this Agreement.
5. In the event of a dispute arising under this Agreement, the dispute will be mediated by an impartial mediator acceptable to both parties.
6. This Agreement shall be governed by and construed in accordance with the laws of the State of Montana applicable to agreements made and to be performed entirely within the state.

This Agreement shall supersede any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended or modified, except in a writing signed by all parties hereto.

GGUW and COAD will review this Agreement annually. Either party may terminate this agreement at any time. Termination arrangements shall include transfer of any remaining COAD-affiliated disaster relief funds to another fiscal sponsor.

This Agreement is made this 17 day of November, 2021 between **Greater Gallatin United Way** (the "Disaster Relief Donations Fiscal Agent") and **Southwest Montana COAD**.

  
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 Danica Jamison, President and CEO  
**Greater Gallatin United Way**

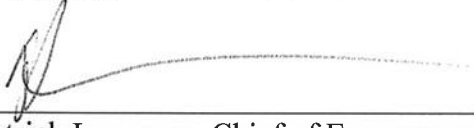
11/4/2021  
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 Date

  
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 Joe Cleveland, Board Chair  
**Greater Gallatin United Way**

11/4/2021  
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 Date

  
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 Joe Brummel, President  
**Southwest Montana COAD**

11/17/21  
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 Date

  
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 Patrick Lonergan, Chief of Emergency Management  
**Gallatin County**

11/17/21  
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 Date