



Member Affiliation Agreement 2020-2022

Name of the Member Organization: _____

Member Organization Contacts – Please provide contact information for the following:

<i>Executive Director</i> (if no ED, Board Chair/President)	_____	_____	_____
	<i>Name</i>	<i>Phone #</i>	<i>email</i>
<i>Primary contact</i> for workplace activity coord.	_____	_____	_____
	<i>Name</i>	<i>Phone #</i>	<i>email</i>
<i>Finance Director</i> or person in that role	_____	_____	_____
	<i>Name</i>	<i>Phone #</i>	<i>email</i>

1) Parties to this Agreement. The parties to this agreement are Environmental Fund of Washington, doing business as EarthShare Washington (ESW), and the Member Organization named above, herein referred to as Member. ESW is a Washington nonprofit corporation, operating as a public benefit organization that connects its member organizations to employees at public and private sector workplaces throughout Washington State through marketing, fundraising, content-rich programming and volunteer-coordination activities.

2) Effective Dates. This Agreement will be effective during the period starting January 1, 2020 and ending the date on which all funds to which Member is entitled by virtue of the 2022 Workplace Giving campaign are disbursed to it (approximately June 30, 2024).

3) Affiliation. Member has been accepted as eligible for affiliation with ESW. This completed Affiliation Agreement, submitted by the required deadline of February 15, 2020 and including all required attachments, constitutes written notice that Member intends to affiliate with EarthShare Washington for the 2020-2022 Workplace Giving campaign seasons.

4) Services Provided by EarthShare Washington. For the 2020-2022 Workplace Giving campaign seasons, ESW intends to provide the following services (among others) to its member organizations:

- a. Development, maintenance, and distribution of marketing materials (print and electronic) to employees at Washington State workplaces, conveying information about the missions, work, and accomplishments of ESW’s member organizations;
- b. Management of workplace fundraising campaigns, including training of campaign coordinators to ensure familiarity with ESW member organizations, collecting and processing of gifts and pledges, and allocation of campaign donations to member organizations;

c. Procurement of fundraising, outreach, and volunteer recruitment opportunities for member organizations at workplaces, through methods such as campaign speaking, tabling, and presentation opportunities, and event coordination.

5) Financial Charges for Affiliation. For the 2020 Workplace Giving campaign season, ESW's Board of Directors has approved assessment of dues from member organizations to cover a portion of the operational expenses and costs of providing services to member organizations. Dues will be deducted from each of the four regular quarterly payouts. Annual dues will be based on a calendar year. ESW will inform the member groups by Nov. 30, 2020 on the dues amount for calendar year 2021. The same timeframe applies to calendar year 2022 dues.

An exception to the dues model is the Earth Day Challenge (EDC) which falls outside of the Workplace Giving Campaign. ESW produces and manages the EDC at its expense, and therefore will benefit from all sponsorship and 25% of undesigned contributions. The balance of the undesignated gifts will be split evenly among participating local member groups. All designated funds will go directly to the participating member group without additional fees. ESW will analyze the results, making sure that ESW is able to cover costs of producing the event, and has the right to modify this split and member group selection for participation in the EDC in future years.

ESW may also arrange for a member organization to earn revenue directly by providing programming or services to a workplace partner. ESW charges no additional fees (aside from assessed dues) for facilitating these opportunities.

6) Member Organization Requirements. During the effective term of this Affiliation Agreement, Member agrees to actively participate as a member organization, as required by ESW's bylaws and other policies established by ESW's Board of Directors:

- a. Attend the Annual Meeting of member organizations in June of each year;
- b. Vote in elections for member group representatives to the ESW Board of Directors at the Annual Meeting;
- c. Attend ESW member meetings (1-2 per year);
- d. Schedule at least one meeting with Member's board and/or staff and EarthShare Washington representatives (staff or board member), to ensure effective communication and foster relationships;
- e. Contribute materials and/or activity (such as promotional items, workplace presentations, volunteer time on committees, and assistance with access to new workplaces);
- f. Update Member's profile on the ESW website;
- g. Provide a website link to www.esw.org on Member's website;
- h. Participate in promoting the Earth Day Challenge with Board Members and constituents; provide volunteer activities if applicable;

Optional Additional Activities

- i. Publish articles about ESW in Member's print and/or electronic newsletters;
- j. Participate on an ESW Committee or Task Force;
- k. Serve on the ESW Board of Directors;
- l. Help secure new workplace partnerships for workplace giving or the Earth Day Challenge.

7.) Distribution of Donor Names and Funds. ESW will promote Member in all 2020-2022 Workplace Giving campaigns for which Member qualifies. At least annually, ESW will report fundraising campaign results to all member organizations. As data becomes available, ESW will provide Member with donor names and amounts pledged for gifts designated to Member. ESW will distribute campaign funds to the Member in quarterly payments continuing until all receipts are distributed and remaining unpaid pledges are deemed uncollectable. ESW may delay distributions to member groups that have not submitted or completed their re-affiliation requirements.

8) Use of Member Name. Member authorizes ESW to list it as a member of ESW in all marketing, media and promotional materials.

9) Fiscal Agent. Member assigns ESW as its primary fiscal agent for workplace fundraising and gives ESW the right to request, collect, process, and distribute workplace fundraising donations and donor data on Member's behalf from public and private workplaces.

10) Use of Funds. Funds distributed by ESW to Member will be used only for the public benefit mission-driven charitable purposes Member has disclosed to ESW in this Agreement.

11) Certifications. Member certifies, represents, and warrants that each of the following statements is true and correct:

a. Mission. Member is a nonprofit public benefit environmental organization working toward the protection and enhancement of the natural environment in Washington State through one or more of the following: Wildlife Protection; Water Issues; Human Health/Children's Health; Forest, Parks & Land Conservation; Environmental Education; Climate Change & Energy.

b. Tax Exempt Status. Member is classified as exempt from the payment of federal income tax pursuant to Section 501(c)(3) of the United States tax code (26 U.S.C. 501(c)(3)) and has been determined by the Internal Revenue Service as eligible for tax-deductible contributions from the public.

c. Compliance with State Laws. Member is:

- i. A nonprofit corporation registered with the Washington Secretary of State, Corporation Division, or the analogous registry in the state of incorporation, and current in all required filings;
- ii. Registered with the Washington Secretary of State, Charities Division, to publicly engage in business and fundraising in Washington, and current with all required filings;
- iii. In compliance with the Washington State Charitable Solicitation Act,
- iv. Not in known violation of Washington Laws during the twelve months preceding this Application and Agreement.

Please disclose any exceptions on an attached page under the heading Schedule 11.c.

d. Board of Directors. An active, majority volunteer Board of Directors governs Member, meeting regularly and serving without compensation for their services. Member's directors have no material inherent conflict of interest with ESW. ***Please disclose any exceptions on an attached page under the heading Schedule 11.d.***

e. Promotional Materials. Member's promotional and publicity materials are based upon its actual programs and operations, are truthful and non-deceptive, include all material facts, and make no exaggerated or misleading claims.

f. Fundraising Conduct. Member permits no general telephone solicitation of the public, protects against unauthorized use of its contributor lists, and permits no payment of commissions, finder's fees, percentages, bonuses or similar practices in connection with its fundraising activities. **Please disclose any exceptions on an attached page under the heading Schedule 11.f.**

g. Nondiscrimination. Member has a written policy and procedure of nondiscrimination in regard to race, color, religion, national origin, age, sex, gender identity, sexual orientation, marital or familial status, physical or mental disability, or legal source of income. Member's nondiscrimination policy and procedure are applicable to each of the following:

- i. Persons served by the Member;
- ii. Member's governing board; and
- iii. Staff employed by the Member.

Please disclose any exceptions on an attached page under the heading Schedule 11.g.

h. Tax Investigations. Member is not currently under any investigation that could jeopardize its tax-exempt status, nor is such an investigation pending or threatened. **Please disclose any exceptions on an attached page under the heading Schedule 11.h.**

i. Workplace Donor Restrictions and Benefits. Member will distinguish workplace donors from its other donors and to ensure workplace donors are not solicited for additional donations. Workplace donors will receive the same member/donor benefits awarded to all other of Member's equivalent donors. Member will encourage workplace donors to continue contributing through their workplace.

12) Combined Federal Campaign (CFC) Application and Audited Financial Statements Requirement. ESW member organizations who meet the requirements are eligible to participate in the Combined Federal Campaign (CFC) and thus receive workplace contributions from federal employees. **The CFC Application was included in your annual ESW paperwork packet.** For organizations with more than \$100,000 in revenue, the CFC application requires:

- a. **Annual Audit** (only for those with revenue of \$100K or more): Must match year on the IRS form 990 and cover the year ending no more than 18 months prior to the application deadline. Must use accrual method and follow GAAP. Must be signed by independent auditor. Must be signed by Board Chair.
- b. **Financial Statements** (only for those with revenue less than \$100K): Must match year on the IRS form 990 and cover the year ending no more than 18 months prior to the application deadline. Organizations with total revenue of less than \$100,000 are not required to use the accrual method of accounting.

Member groups not qualified for the CFC will not be allowed to participate in the Federal Employee Giving program and will not be eligible for disbursements from the CFC.

13) Attachments. ESW requires full completion of all Annual Paperwork, including Attachment A, in order to be eligible to participate in the CFC, verify continued eligibility for ESW affiliation, and to comply with various workplace campaign requirements.

14) Information Updates. Member agrees to inform ESW immediately if any statement made or certified by it as part of this Agreement substantially changes or otherwise becomes inaccurate or untrue.

15) Document Updates. If any of the documents submitted are materially revised after submittal, Member will furnish to ESW a true and correct copy of the updated document promptly upon its availability or revision.

16) Continued Compliance with Laws. Member will continue to comply with applicable state and federal laws and will make all filings required pursuant to law during the term of this Agreement.

17) Use of Information. Member understands and acknowledges that ESW is relying upon the agreements, certifications, representations, warranties and information made and provided by Member in this Affiliation Agreement. Member understands and agrees that ESW may use any information disclosed to ESW in connection with the 2020-2022 workplace campaigns, and acknowledges that, if any of that information is materially false or omits to state a material fact, ESW may be damaged as a result.

18) Amendment and Waiver. This Affiliation Agreement can be amended only by an agreement signed by both parties. The waiver of any term of this Affiliation Agreement will not imply a subsequent waiver of that term or any other term. The invalidity or unenforceability of any term of this Affiliation Agreement will not affect the validity or enforceability of any other term.

Name of Member Organization

Signature of Authorized Representative (Executive Director or Board Chair)

Date

(Print name and title of Authorized Representative)

Joseph DiChiaro III, Executive Director, EarthShare Washington

Date