

**UNITED WAY OF MARION COUNTY
2018 PARTNER AGENCY AGREEMENT**

This agreement is entered into the belief that: (a) the participation of representative citizens in community-wide planning, budgeting, and fund raising for social services is essential; (b) federated fund raising is the most efficient way to provide for the financial needs of voluntary health, welfare and character-building agencies; (c) the promotion of efficient, economical operation and the establishment and maintenance of high operating standards is essential to the social, health, and welfare services delivery systems.

I. AGENCY AND UNITED WAY MUTUALLY AGREE:

A. To maintain responsible management through a duly elected and representative Board which serves without pay; meets at least quarterly; keeps financial records which meet acceptable standards for non-profit organizations; exercises administrative control in accordance with accepted standards; provides a method for rotation of board members; and which shall have not less than seven (7) members.

B. To recognize the essential autonomy of individual Agencies in which United Way invests funds and the responsibility of the Agency's Board of Directors for details of proper management. This includes the selection of investments which will return a level of earning consistent with current circumstances and prudent management. United Way recognizes the right of the Agency to accept endowments, real estate, personal property, bequests, trusts, or permanent funds which shall remain its property; however no obligation, responsibility or liability shall be incurred by United Way for these assets.

To recognize the autonomy of United Way and the responsibility United Way has to invest dollars from the annual campaign; to ensure all dollars contributed to the annual campaign are utilized efficiently; to prioritize needs in the community; and, to ensure the effectiveness of service delivery of individual agencies in order to make investment decisions.

C. To maintain an organized, auditable and accurate system of accounting.

D. To consider all accounts, within reason, except client records covered by confidentiality, to be public records open to examination, upon reasonable notice, during normal business hours.

E. To maintain all records, complete all reports and filings, and comply with laws of the federal, state, county, and city government.

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- F. To maintain adequate internal fiscal controls as are necessary for government and United Way requirements.
- G. To abide by the relevant provisions of the United Way bylaws, policies and procedures in effect as of the date of this agreement, except as they may be hereinafter modified by special provision of this agreement.
- H. To maintain communication of all matters of common concern and to exchange complete copies of all corporate articles, constitution or charter, bylaws, amendments, and/or revisions, and rosters of Board members.
- I. To cooperate in eliminating wasteful duplication of effort, improving efficiency of administration, promoting the annual United Way Campaign and interpreting Agency's service to the community in such manner as to identify Agency's partnership with United Way.
- J. To operate by policy and practice, within the parameters of the program(s) offered by the partner as well as the target population served, without discrimination based on race, religion, color, sex, age, handicap, national origin, sexual preference or ancestry in all respects, including provision of services, selection of Board, volunteers, and employment of staff.

II AGENCY AGREES:

- A. To engage in activities and programs consistent with the Agency's Articles of Incorporation and/or Bylaws.
- B. To provide the financial reports required of United Way by adopting and employing the Standards of Accounting and Financial Reporting for Voluntary Health and Welfare Organizations, and providing to United Way an annual external audit by an independent public accountant. Should the agency have a budget of less than \$100,000, a copy of their IRS 990 form will be sufficient.
- C. To recognize that United Way does not assume any responsibility for operating deficits.
- D. To keep United Way informed of policies regarding eligibility for services and changes thereof.
- E. To utilize all opportunities to inform the public of the mutual values of United Way agency relationships to the community and to make known in every

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practicable manner that Agency is a recipient of community support through United Way.

- F. To cooperate with United Way in furnishing any data or pictures, not covered by confidentiality, to use for public relations events; to display the United Way symbol or name on all stationary, publications, premises, and to include reference to partnership with United Way in Agency printed matter and public releases.
- G. To encourage the members of its Board and other constituents to volunteer their services and provide financial support to the annual United Way Campaign; and to support the campaign effort to the fullest extent consistent with maintaining continuity of Agency's own work.
- H. To cooperate with other organizations in planning efforts to improve the effectiveness of the area's community service programs.
- I. To maintain adequate and current written information concerning services funded by United Way and make available that information on request.
- J. To submit to United Way a complete proposed annual budget in such form as may be requested by United Way.
- K. To submit to United Way by the tenth of each month, a request for one twelfth of its annual allocation unless other distribution procedures have been established.
- L. To submit to United Way by the tenth of each month, a success story describing the impact made in a person or family's life as the direct result of United Way funds
- M. To present for consultation and prior approval by the United Way any significant reduction of service in programs funded by United Way.
- N. To notify United Way of intent to create significant new programs or to expand or modify existing services or programs.
- O. To notify the United Way in advance of making fiscal commitments for capital expenditures which exceed \$10,000. This includes loans, mortgages, leases, or any encumbrances on assets.
- P. To present for review, and scheduling any requests for capital campaigns.

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- Q. To advise United Way of any changes in its relationship with its national organizations.
 - R. To comply with the provisions of United Way's Supplemental Fund Raising Policy.
 - S. To qualify under the internal revenue code as a not-for profit 501 (c) (3) organization.
 - T. To promote the concept of a combined local campaign and not encourage or market designations in the campaign to its own agency.
 - U. To accept its allocation as approved and finalized by the United Way Board of Trustees, along with any appropriate revisions.
 - V. To provide the programs and services being funded by United Way in the quantity and quality as described in the application.
- III. UNITED WAY AGREES:
- A. To recognize Agency is autonomous and has the right to determine its own policies and programs and to administer its own budget in accordance with the provisions mutually agreed upon.
 - B. To keep all channels of communication with its Board and various divisions and committees open to Agency for consideration of problems of common concern.
 - C. To provide through the appropriate United Way process(es), a program and budget review by a representative group of responsible citizens.
 - D. To use its best efforts to raise the funds necessary for a sound and balanced program of community services by conducting an annual fund raising campaign.
 - E. To allocate to partner agencies on a timely basis and upon receipt of allocation request, one twelfth of its distribution, or other percentage as may be agreed upon, from the previous annual campaign.
 - F. To be responsible for raising the sights of the community as to what constitutes a sound, adequate, and well-balanced program and for promoting

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public understanding of the total community health and welfare needs and programs.

IV. TERMS

- A. This Agreement shall exist for a period commencing January 1, 2018 and ending June 30, 2019.
- B. This Agreement supersedes all prior agreements between the Agency and United Way.

Executed this ____ day of ____, 2017 at Marion, Ohio.

AGENCY

By _____
President

By _____
Executive Director

UNITED WAY OF MARION COUNTY

By _____
President

By _____
Executive Director