

**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.

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

- 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

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

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.

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

- 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

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

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



# LIVE UNITED

## UNITED WAY OF MARION COUNTY 2018 SUPPLEMENTAL FUND RAISING AGREEMENT

*United Way of Marion County is an autonomous organization that is not bound by agreements that partner agencies or their national organizations have with United Way of America or any other United Way. The relationship of United Way to its agencies is defined in this agreement.*

**DEFINITION:** Supplemental fund raising is defined as any effort on the part of an agency or group affiliated with a United Way agency to supplement its income by means of securing funds from the public.

**PHILOSOPHY:** The United Way of Marion County is joined by its partner agencies in expressing a solid commitment to the concept of a united community-wide fund raising effort. This policy has the dual purpose of reinforcing our support for the highly efficient annual United Way campaign, while providing a mutually supportive framework within which supplemental funds may be efficiently raised from the community to better meet present and future needs.

Agencies are encouraged to seek supplemental operating revenues from such sources as foundation and government grants, endowments, fees for services, membership programs and special events.

United Way supports agency supplemental fund raising provided it is conducted in an ethical and responsible manner within specified guidelines. United Way's prime concern is that agency supplemental fund raising projects do not hinder the annual campaign or infringe on funds which are designated through or normally given to United Way.

United Way is vitally interested in working with member agencies and the community at large to secure maximum funds to support the community's human service programs. Agencies are expected to be considerate of one another in coordinating their fund raising activities so that all agencies have a fair opportunity to develop self-support programs.

When using supplemental fund raising materials, agencies shall include the following statement:

*"We (or insert agency name) is/are a United Way affiliated agency and has/have benefited from your United Way pledges.*

## **OPERATIONAL FUND RAISING**

Marion County United Way requires partner agencies and related auxiliary “support groups” to supplement operating funds in a manner that does not conflict with United Way fund raising efforts. Each agency is required to submit a projected list of supplemental fund raising activities in the annual funding application. United Way should be notified of any changes or additions to the projected list.

The following areas have no qualifications. Agencies are encouraged to consider these activities:

1. Community investments from other United Ways
2. Government grants and trusts
3. Non-corporate foundations and trusts
4. Investment and interest income
5. Bequests and endowments
6. Earned income from programs and contract services
7. Sales of program-related supplies and materials
8. Unsolicited gifts

The following activities are not permitted:

1. Solicitation of individuals within Marion County during the United Way campaign period of September 8 to November 8
2. Solicitation of businesses, corporations, or corporate foundations within Marion County or headquarter of organizations conducting business in Marion County during the United Way campaign period of September 8 to November 8
3. Special events held during the United Way campaign period of September 8 to November 8
4. In-company employee group solicitation at any time, except for an agency’s own employees

Other: During the United Way campaign period of September 8 to November 8 agencies may offer “value for your money” products for sale at non-agency-sponsored public events such as the Marion Popcorn Festival.

## **MEMBERSHIP DRIVES**

Participating memberships providing dues or payments in return for use of physical or service facilities and equipment are encouraged, as are adequate membership fees to cover program costs. Membership appeals which serve the sole purpose of fund raising or creating a foundation for future fund raising activities are prohibited during the United Way campaign period of September 8 to November 8.

## **EMERGENCY APPEALS**

The United Way of Marion County will consider granting permission for an agency to make an emergency appeal for funds to the community at any time of the year and of any size, depending on the nature and scope of the crisis. The content and scope of the

written appeal must be provided prior to consideration and approval of the United Way Executive Committee.

**CAPITAL FUND RAISING**

A capital fund raising drive shall be defined as a drive solely for the purpose of new construction, renovation of an existing structure, or the purchase of real estate or major equipment.

Although Marion County United Way believes it is the role of each agency’s board to determine the need for such drives, United Way requires that all pertinent information concerning capital fund raising be submitted to the Community Investment Committee and reviewed by the United Way Board of Trustees. This information will include the purpose, campaign goal, procedures and timing of the proposed drive, as well as the projected impact on future operating expenses.

Capital campaigns shall not be conducted during the United Way campaign period of September 8 to November 8. This includes advance publicity and follow-up activities, as well as active solicitation.

If Marion County United Way believes timing conflicts may exist between agencies in conducting their capital campaigns, United Way shall encourage the agencies to consult with each other to develop plans which are in the best interest of all involved.

**DISPUTE RESOLUTION**

This partner agency’s agreement with the United Way states that fund raising events will be conducted in accordance with United Way of Marion County policies.

1. Violations – In the event of an alleged violation, a conference will be set up with the United Way and agency officials in order to obtain information.
2. Penalties - If the United Way determines that a violation has occurred, sanctions may be imposed, which include but are not limited to a letter of retraction; a reduction or withholding of the agency’s allocation; and/or disaffiliation from the United Way. Any sanction imposed shall be approved by the United Way Executive Committee and subject to appeal through the Board of Trustees, whose decision shall be final.

---

Name of agency

---

Name of authorized agency representative

Date

*These policies will be reviewed and signed annually by all member agencies’ boards and staff. This document must be returned to United Way in order to receive funding. The United Way Board of Trustees or its assigned committee will review this policy, as needed.*