



of Freeborn County, Inc.

PARTICIPATING PARTNER AGENCY AGREEMENT

Date of agreement from January 1, 2011 to December 31, 2011

A Memorandum of Agreement between the United Way of Freeborn County, Inc., hereinafter referred to as the United Way, and _____, hereinafter referred to as the Partner Agency.

IT IS MUTUALLY AGREED THAT:

The Partner Agency has elected and does hereby agree to join with the United Way in joint-concurrent solicitation of corporations, business firms, other employers and their employees and other persons in a single annual solicitation for charitable contributions that will support and improve the community's health and welfare.

United Way Responsibilities:

1. The United Way shall inform prospective contributors and the general public of the provision and intent of this agreement.
2. The United Way will use the Partner Agency's full name and logo on all campaign materials used in the joint-concurrent campaign.
3. The United Way will assist the Partner Agency's educational activities, so far as possible, when requested by the Partner Agency.
4. The United Way will make public to the Partner Agency an accounting, setting forth total funds contributed, together with a report of total campaign and administrative costs, for every campaign fund year.
5. United Way administrative and campaign expenses for the current year are first charge against the campaign receipts.
6. The United Way recognizes the established practice of organizations maintaining an interested constituency through membership enrollment, provided the enrollment of such members is not undertaken as a supplemental fundraising device. Nothing in the above shall be construed as prohibiting an organization from enlisting activity memberships, e.g., individuals who pay a fee for the privilege of using agency facilities. The United Way Board shall be advised of any membership enrollment campaigns.

Partner Agency Responsibilities:

1. The Partner Agency is a principal in the solicitation. The campaign shall be carried out so as to identify and promote the interest and work of the Partner Agencies. The Partner Agency will promote the United Way during the campaign and throughout the year.
2. The Partner Agency agrees that funds received through the United Way are deficit monies to be used for programs and services and they will not be used for capital expenditures, such as building program, or for principal or interest payments of the partner agency's debt resulting from a capital expenditure.
3. Cash balance at the end of the year should revert to the United Way or be available for application to the following year's budget.
4. The Partner Agency represents that it is a county or city funded program fulfilling social service needs or a non-profit organization, contributions to which are deductible under State and National tax laws; that it is managed by a Board of Directors, with financial and administrative policies adequate to assure efficient and economical operation.
5. The Partner Agency agrees that it will not solicit current operating funds during the time the United Way is engaged in their general campaign drive from **September 1st to November 15th**. The partner agency will be responsible to inform the board, in writing, of any State or National Campaign during that campaign drive time period.
6. The Partner Agency agrees to advise the United Way Board, in writing, of any capital fund solicitation.
7. The Partner Agency agrees to refrain from taking actions or conducting activities likely to damage the reputation of United Way. Any concerns will be brought directly to the United Way Board of Directors.
8. The Partner Agency will cooperate with and give support to the United Way organization and joint-concurrent campaign, making available volunteer and professional leadership, list of contributions/in-kind donations and workers and such other services as may be helpful to assure success of the United Way. Examples may include:
 - Submit articles or letters from clients if available and appropriate
 - Participate when possible in established and proposed activities
 - Use "United Way funded partner agency" wording in all published agency articles pertaining to funded programs
 - A representative of the partner agency is required to attend and participate in the annual campaign kick-off and victory celebration
9. The Partner Agency will use the United Way logo in printed materials, and will incorporate in its local year-round educational and public relations program, identifying the United Way as financing organization.
10. The Partner Agency is a member of the Executive Directors Council of United Way Member Agencies. The Council may nominate up to three non-voting candidates for representation of the United Way Board of Directors for a term of one year beginning in March. The term is renewable by the Council. The nomination is subject to approval by the Board of Directors of the United Way to be voted on at the February annual meeting.

11. The Partner Agency may receive financial bequests, legacies, memorials and unsolicited gifts. The total of all such income shall be reported annually to the United Way Allocation Committee.
12. The Partner Agency shall maintain such books and records as may be necessary to produce desired information on finances and service. The Partner Agency shall also give free access to said books and records for examination by authorized representatives of the United Way. The Partner Agency shall further supply the United Way with an accounting of all income and expenses for every campaign fund when the Allocation report is due.
13. The Partner Agency agrees to abide by the by-laws and policies of the United Way of Freeborn County, Inc., in as much as they pertain to its agency.
14. The Partner Agency certifies that it will not, during the term of this agreement, discriminate based on any factors that unlawfully relate to race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientations or age.

State and Federal discrimination laws do not necessarily apply to all agencies that receive funding from the United Way. The Partner Agency agrees that it will not discriminate based on race, color, creed, religion, disability, national origin, martial status, sexual orientations or sex against a recipient of any program or service, which is funded (in whole or in part) pursuant to this agreement, in a way which would be unlawful under Minnesota law for a “place of public accommodation”.

United Way and the Partner Agency Responsibilities:

1. Agree to comply with Generally Accepted Accounting Principles (GAAP).
2. Shall use their best efforts to comply with the explicit and implicit terms of the agreement.
3. Participation shall be for one year. No ongoing funding should be expected. The Partner Agency or United Way may terminate this agreement upon prior 30 Day written notice.
4. Programs will receive 1/12 of their allocation by the 15th of each month.

United Way of Freeborn County, Inc.

Chief Volunteer Officer

Executive Director

Date

Partner Agency Participant

Chief Volunteer Officer

Chief Executive Director

Date