

# United Way of Mower County Partnership Agreement

By submitting a United Way grant application and accepting awarded funds, you agreed to the following terms:

The Funded Partner Agency understands that this Agreement is a statement of intent to fund but does not constitute a funding commitment by the United Way of Mower County (UWMC). Because funds to be distributed by UWMC to this Agency are taken from designation of unrestricted funds for service allocations, UWMC is not able to guarantee funding at any time. UWMC reserves the right to restrict, limit, or terminate funding.

## A. United Way of Mower County will assume the following responsibilities:

1. Work with a cross-section of the community, government, and agencies to identify problems and address solutions so that community needs are met in an effective and efficient manner.
2. Establish goals for and conduct an annual campaign in the workplace and the community to raise the optimum amount of funds for UWMC Funded Partner Agency programs.
3. Promote good stewardship of UWMC resources, including donations, grants, and other contributions that are used to pay for community program services, fundraising expenses, and operating expenses by:
  - a) Fully informing contributors about the use of funds
  - b) Honoring all donor designations
  - c) Submitting all appropriate records for an annual audit by an independent auditor
  - d) Assisting, or reviewing Funded Partner Agency program(s) when appropriate
4. Establish criteria for allocating funds or denying requests to agency programs based on an assessment of the community's needs, local priorities, program performance, and available funding.
5. Invest approved funds in programs that provide services to residents of Mower County. Conduct periodic volunteer reviews to assure accountability and effectiveness utilizing program funding and program outcome measurements. Investment level is subject to the dollars raised and collected.
6. Promote a positive relationship among Funded Partner Agencies and the public through a year-round communication program that informs the public about the impact UWMC funding has on essential services.
7. Pay the Funded Partner Agency quarterly after its allocation has been determined, unless the conditions of this agreement are not followed, or funding has been suspended due to the Agency being placed on probation.

## B. United Way of Mower County and Funded Partner Agencies will assume the following responsibilities:

1. **Non-Profit Status:** Maintain Agency status as a non-profit charitable organization and conduct its operation in a manner which will not jeopardize the tax deductibility under state and federal law, and the exemption under federal, estate, and gift tax laws.
2. **Governance:** Be governed by a Board of Directors that meets at least four times annually. Board members shall not be compensated for their services.
3. **Protection of Public Funds:** Protect public funds by maintaining sound financial operations on a defined budget basis and maintain a sound system of accounts covering income.
4. **Collaboration:** Seek appropriate opportunities to collaborate with other agencies, both public and private, in an effort to address community issues in the most effective and efficient manner.

### C. United Way of Mower County Funded Partner Agencies will assume the following responsibilities:

1. **UWMC Funds:** Assure funds are used to achieve desired results as outlined in the program application.
2. **Support UWMC Campaign:** Agree to support the UWMC Annual Campaign, making available volunteers and professional leadership, and such other services as may be reasonably required to ensure the success of the UWMC fundraising campaign.
3. **Branding:** Acknowledge the UWMC as a funding source when conducting public relation outreach including displaying the UWMC logo on locally printed materials, on websites, and in local offices. Actively promote partner agency status (“ABC Agency is a United Way Partner Agency”) and identify the agency as funded in part by the UWMC in all press releases, public announcements, and other contacts with the media.
4. **Application for Funding:** Submit an application for funding as required by UWMC. Provide all required documentation. Only applications with all required documents will be considered to receive program funding. Comply with all of UWMC's Community Investment procedures.
5. **Reporting Requirements:** Immediately notify the UWMC regarding any legal, financial, or governance matters and/or program changes which may impact the agency's ability to operate and/or deliver services.
6. **Financial Audit/Financial Review:** Submit an annual Financial Audit from a Certified Public Accountant (CPA) who is not affiliated with your Agency following the end of your fiscal year.  
  
*Note: Agencies with less than \$600,000 in revenues in a fiscal year may submit a Financial Review from a Certified Public Accountant (CPA) who is not affiliated with your agency in place of a Financial Audit.*
7. **Return of Funds:** Any funds not used during the defined program year should be returned to UWMC within 45 days.
8. **Agency Independence:** This Agency expressly represents and warrants to UWMC that it is not and shall not be construed to be an employee of UWMC and that it is solely responsible for its actions and inactions in performing this Agreement and for filing all necessary forms and returns and for making all required payments with the relevant taxing authorities.
9. **Indemnify & Hold Harmless:** This Agency will indemnify and hold harmless UWMC, its officers, directors, employees, and representatives from any and all claims, losses, liabilities, damages, expenses, causes of action and costs (including attorneys' fees and court costs) incurred by or brought against UWMC caused by or which in any way results from any breach by the Agency of its prevailing standards of care under this Agreement, or as a result of any other act or omission of the Partner/s in connection with this agreement.

