

United Way of Taylor County Affiliation Agreement

Purpose

It is the mutual objective of the United Way of Taylor County (UWTC) and its Partner Agencies (agencies) that proven programs meeting the human service needs of Taylor County have adequate funding. UWTC's role in community development is to strategically invest resources obtained through the annual campaign with agency impact programming. This agreement is to be signed annually by both parties before allocations are released. **All funding is contingent upon the availability of funds and the performance of the Agency. Nothing in this document is to be construed as a guarantee of funding or its continuation.**

Joint Responsibilities

- A. Be recognized as an organization exempt from federal income tax under IRS Section 501 (c) 3
- B. Be governed by a local volunteer Board of Directors that meet at least quarterly with adequate provision for board rotation
- C. Maintain adequate public liability insurance and appropriate directors and officers insurance

United Way agrees to:

- A. Assess health, education, financial stability and human service needs; and foster cooperation and coordination; and focus efforts on community identified needs while seeking collaborative solutions
- B. Act as a responsible steward on behalf of United Way donors
- C. Recognize and respect the autonomy of the agency, through its governing board, to determine its own policies and to manage its own program
- D. Be responsible for the distribution of funds raised in its campaign
- E. Represent and promote agencies through collaborative efforts with focus on UWTC funded programs
- F. Honor the intent of the donor to the best of our abilities

Partner Agency (Agency) agrees to:

- A. Provide UWTC with an annual independent, unaffiliated, financial audit within 90 days after the close of the Agency's fiscal year.
 - If an agency has total revenues of \$99,999 or less, a compilation from an independent accountant in lieu of an independent financial audit can be provided
 - If an agency has total revenues between \$100,000 and \$449,999 a full disclosure review by and independent Certified Public Accountant in lieu of an annual independent financial audit can be provided
 - If an agency has total revenues exceeding \$450,000 a certified financial audit must be provided
 - Requests to waive these guidelines must be presented in writing to UWTC
- B. Submit semi-annual reports and annual applications by the deadline in the correct format
- C. Attend the UWTC funding night in March. (failure to attend will affect future funding decisions)

- D. Attend at least one additional UWTC Board meeting annually; failure to participate may affect future funding.
- E. Participate in the United Way campaign. Participation includes but is not limited to:
 - Conducting an internal UWTC workplace donation campaign
 - Representing UWTC at an annual workplace campaign, campaigns for your agency are prohibited (*you cannot solicit your employees to contribute back to your agency*)
 - Participation and attendance at UWTC annual fundraiser event.
 - Respect UWTC fundraising guidelines and fundraising campaign season, August through October. Any direct mailings used to promote donor contributions are prohibited during the UWTC campaign season. **Any exceptions would need a 30-day advance written request for approval by UWTC before mailing can take place.**
- F. Report to UWTC any material changes in funded program within five (5) days of program change. (*For example, if the program is de-funded, discontinued, loses matching funds, stops providing services to Taylor County, etc*). Any material change to funded programs may result in funding changes by UWTC.
- G. Promote its partnership of UWTC in media releases and public relations where UWTC dollars are part of the program or services. The **UWTC logo MUST appear on all Agency communications including websites, community exhibits, newsletters, flyers, letterhead, brochures, etc.; using approved branding and trademark standards.**
- H. Immediately notify UWTC regarding any organizational changes including legal or financial matters or changes which may affect the Agency's ability to operate and/or deliver services or may appear in the media.
- I. Apprise UWTC Board of upcoming fundraising events
- J. Identify itself to UWTC community, clients, friends as a **"United Way Partner Agency"**
- K. Use no UWTC funds for lobbying activities

Termination

An Agency's failure to comply with the provisions of this agreement may result in funding being revoked, terminated, or suspended. Continued failure to comply may result in loss of good standing. The Board of Directors of UWTC shall vote on termination and/or suspension of Agency status. The Agency will be provided with a written notice as to the reason(s) for the termination or suspension. An Agency that is terminated may submit an application for recertification when the Agencies reopen for applications.

Liability

To the extent provided by law, the Agency agrees to indemnify and hold harmless the UWTC from liability on account of any injuries, damages, omissions, commissions, actions, causes of actions, claims, suit judgements and damages accruing, including court costs and attorney's fees, as a result of services performed or not performed, or any negligent act by the Agency or funding granted or not granted by the UWTC or any action arising out of the affiliation and/or funding agreement.