



United Way of Pettis County

**Partner Agency
Participation Agreement**

Between
United Way of Pettis County (United Way)
&
(name)
(referred to hereinafter as the Participating Agency)

For the period beginning

January 1, 2020 through December 31, 2020

NOW THEREFORE, in consideration of the premises and mutual agreements herein contained, it is hereby agreed as follows:

**SECTION I:
BOTH UNITED WAY AND PARTICIPANT AGREE:**

- A. To offer opportunities for participation in programs, services, policy designation and staff employment to persons regardless of race, color, religion, creed, age, gender, national origin or ancestry, marital status, veteran status or disability. Refuse to engage in or tolerate in any form of discrimination or harassment.

**SECTION II:
UNITED WAY AGREES:**

- A. To keep all channels of communication with its Board and its various committees open to Participant for consideration of problems of common concern.
- B. To recognize the obligations imposed upon Participant by any state or national body under which it operates.
- C. To conduct an annual, community-wide fund-raising campaign designed to reach the highest level of potential giving to best meet community human service needs.
- D. To honor designated pledges to agencies. If designated pledges exceed the recommended allotment, a supplemental allotment will be made if sufficient contingency funds are available and directed for disbursement by the United Way board.
- E. To maintain and execute responsibilities of a governing board. To act as responsible steward of funds publicly contributed through the United Way campaign by keeping all its books and financial records open and available for examination by any person at any reasonable time; by having its financial records audited annually by an independent public accountant or certified public accountant.
- F. To make campaign allocations available to the public.

- G. Provide a network for technical assistance as feasible and build the capacity of partner agencies.

**SECTION III:
PARTICIPANT AGENCY AGREES:**

- A. To maintain and execute responsibilities of a governing board. To act as responsible steward of funds publicly contributed through the United Way campaign by keeping all its books and financial records open and available for examination by any person at any reasonable time.
- B. To submit financial reports and requests for funds prescribed by United Way; to provide such other information as United Way may reasonably require. Submit reporting required by United Way by the stated deadline.
- C. To obtain and keep in effect a ruling from the United States Treasury Department that states the Participating Agency is not a private foundation that it is exempt from payment of income tax and that gifts to the Participating Agency are deductible for income tax purposes.
- D. To actively support and participate in the annual United Way campaign by conducting an in-house campaign for its board members, staff, and volunteers, and when asked, by providing volunteers (board members, staff, other volunteers) to support United Way campaign activities and by cooperating with the United Way in other ways to help insure the success of the campaign.
- E. To participate in the annual campaign kick-off event and annual meeting/award banquet.
- F. United Way encourages agencies and the community to focus on raising money for the whole community and not just one agency or issue. By applying for the United Way Grant, agencies agree they will not enter into any major fund raising push during the Focus Period of September 1 to October 31st. Formal fundraising activities include, but not limited to: pledge drives, phone solicitations, corporate solicitations or sponsorships, capital fund drives, special events in which the price of participation is \$30 or more and membership solicitations. Agencies may enter into small fundraising activities during this period that will not adversely affect the United Way campaign. Small fundraising activities include, but not limited to; candy/popcorn sales, bake sales, special events in which the price of participation is less than \$30, food drives and canister drives. Agencies must inform the United Way of Pettis County prior to any fundraising activities during the period from September 1 to October 31st. Actions that are detrimental to the Community fundraising efforts will be reflected in the Investment Process.
- G. To not solicit funds from employee groups whether by arranging for payroll deductions with employers, conducting employee campaigns, engaging in employee workplace solicitation or by other similar means, including but not limited to, electronic solicitation of employee groups for establishing a payroll deduction plan of any type.
- H. To use the official United Way logo on electronic or printed materials and on signage, advertising, stationery, and newsletters and/or recognizing United Way funding in news releases, annual meetings/reports, special events, etc. and to display the United Way logo within the Participating Agency office(s).
- I. To enroll and maintain Participating Agency information in the United Way 2-1-1 database hosted by United Way of Greater Kansas City.
- J. To announce the amount of the United Way grant in a publication once a year.
- K. Become an active agency with the United Way Volunteer Center.

**SECTION IV:
TERMINATION**

- A. The United Way or the Participant may terminate the relationship created by this agreement on sixty (60) days' notice, which may be given at any time. Any such termination must be by written notification from the board of directors of the United Way or Participating Agency and funding shall cease on the effective date of the termination. All unspent funds shall be returned to the United Way for redistribution.
- B. United Way reserves the right to terminate the relationship created by this agreement without notice in the event the Participating Agency fails to meet, at any time, the basic criteria for membership as determined by the United Way board of directors.

**SECTION V
ANTI-TERRORISM COMPLIANCE AND CHARITABLE STATUS:**

In compliance with the USA Patriot Act and other counterterrorism laws, the United Way of Pettis County, Inc. requires that each agency certify the following:

"I hereby certify that all United Way funds and donations will be used in compliance with all applicable anti-terrorist financing and asset control laws, statutes, and executive orders.

Additionally, I hereby certify that the above-named organization is eligible to receive charitable contributions as defined under section 170 (c) of the Internal Revenue Code.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative as of the date first set forth above.

UNITED WAY OF PETTIS COUNTY, INC.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

(Please return signed copy to UWPC. Please make copy for your file.)

