

Montgomery County United Fund AGENCY AGREEMENT

The Montgomery United Fund For You, Inc. (DBA Montgomery County United Fund) is an Indiana not-for-profit corporation whose mission is to serve the citizens of Montgomery County through funding a collaborative social services system that promotes human dignity, self-sufficiency and individual character.

The _____ (Agency) is a not-for-profit corporation serving Montgomery County, which desires to receive funding from MCUF and to identify itself as a MCUF partner agency.

Therefore, the Agency agrees to the following:

1. **VOLUNTARY ASSOCIATION:** The Agency agrees the association is voluntary with MCUF and either party may withdraw from this association by providing written notice of their intention to withdraw from the association.
2. **MCUF CAMPAIGN:** MCUF agrees to organize, manage and execute an annual fundraising campaign for the benefit of all partner agencies. MCUF shall have the right to determine the amount of the annual fundraising goal and to pay for its operations and campaign expenses from the funds raised during the campaign. The Agency shall cooperate with MCUF during the campaign by providing the information and assistance necessary to facilitate a successful campaign. Agencies are required to send a representative to all major Campaign events such as the Company Training Breakfast, the Campaign Luncheon, and the MCUF Charity Golf Scramble. Other events, designed to promote the Campaign, may also be added and are considered major Campaign events. Agencies are required to assist and participate with Tours of Caring and presentations to potential donors. Agency assistance and participation is taken into consideration at annual Allocation Hearings. In the event an Agency is unable to attend or participate in a required function, a written request must be submitted to the MCUF offices to excuse the Agency.
3. **ALLOCATIONS:** MCUF shall have the discretion to allocate to the Agency and other partner agencies funds it raises during the campaign; provided however, the allocation shall not be less than the specially designated donations to the Agency which MCUF receives during the campaign. MCUF shall provide to the Agency a list of all special designated donations on or before April 1st of each year. The Agency shall provide to MCUF on the date specified an allocation request, financial records, proposed budget for the following year and other information as requested. The Agency shall also supplement its request with additional information and attend its request hearing;
4. **CONTINGENT NATURE OF ALLOCATIONS:** The Agency acknowledges allocations made by MCUF to the Agency are in the form of grants and contingent in nature in that they are made prior to funds being pledged and paid by donors. In the event MCUF either fails to receive sufficient pledges during its campaign or fails to actually receive sufficient funds from its campaign, MCUF reserves the right to reduce or eliminate any or all allocations;
5. **PAYMENT OF ALLOCATION:** MCUF shall pay the Agency its allocated funds on a quarterly basis, beginning in March of each year, unless an alternative allocation schedule is agreed upon between MCUF and the Agency;
6. **SPECIAL ALLOCATIONS:** Agencies may request special allocations in the event of an emergency or other special circumstance. MCUF shall consider these requests on a case-by-case basis.
7. **AGENCY REQUIREMENTS:** In order to remain a MCUF Partner Agency, the Agency shall:
 - a. **Bona Fide Existence:** The Agency must be a bona fide not-for-profit corporation which is in good standing under the laws of the State of Indiana;
 - b. **Tax Exempt Status:** The Agency must maintain its tax-exempt status under Section 501c (3) of the Internal Revenue Code;
 - c. **Board of Directors:** The Agency must have a Board of Directors with at least eight (8) members, and the Board must meet at least four (4) times each calendar year;
 - d. **Financial Records:** The Agency shall maintain accurate financial records in such form as is commonly accepted by the accounting profession. These records must show in detail all of their income and expenses, and MCUF shall have the right to inspect these records. If the Agency has annual receipts in excess of \$100,000, the Agency shall also ensure that an annual audit is performed and prepared by a qualified public accountant, and it shall submit to MCUF a copy of this audit within six (6) months of the end of its fiscal year. If the Agency has annual receipts of more than \$25,000, but less than \$100,000, the Agency shall ensure that an audit is performed every two (2) years, and it shall submit to MCUF a copy of this audit within six (6) months of the end of every other fiscal year. If the Agency has annual receipts of less than \$25,000, no audit shall be required;

- e. Agency Meetings: In an effort to promote the coordination of services, sharing of ideas, and other appropriate goals, MCUF will sponsor at least quarterly meetings for all of its agencies. The Agency must send a representative to these meetings;
- f. Grant Reporting: Partner Agencies are required to submit performance progress reports quarterly (June, September, December, and March) documenting expense-related data and quantitative information about the funded project's impact for continuing project evaluation. Specifically, 1) a detailed quarterly financial report is required showing what specific expenses were covered by the grant and any remaining amount of the grant is unused in relation to the proposed project, program, or other intended purpose stated in the original Agency Funding Application. 2) Also, an impact statement is required to reflect a.) the measurable objectives provided in Section 1: Community Impact - 8 of the Funding Application, b.) the effect on the community, and c.) outreach gained in relation to the grant funds; and
- g. Failure to Perform: MCUF reserves the right to request granted funds to be returned in full if the Agency fails to complete the proposed project, program, or other intended purpose stated in the original Agency Funding Application within one year of the Agency's allocation announcement, pending a review of a revised proposal. Upon evaluation of the MCUF Partner Agency Quarterly Grant Report and any other metric used by MCUF to determine the Agency's ability to follow through with their proposal, the Agency can request a revision to their original Funding Application funding intent for the MCUF Board of Directors to consider the potential of the revisions success.

8. **PROHIBITION OF GENERAL SOLICITATIONS**: In consideration of the right to receive funds from MCUF, the Agency agrees to refrain from making a solicitation for funds to the general public or business community during the MCUF Campaign. A general public or business community solicitation for funds is one which solicits donations for operating funds from members of the public at large or en masse. This prohibition does not prevent the Agency from conducting its own fundraising events, such as soliciting donations from its directors, members, and donors with whom it has a historical relationship or selling products or services to the public. Provided, however, the Agency shall not hold these fundraising events during the months of September or October. These are the months during which the MCUF Campaign is generally held. If the Agency wishes to conduct a new fundraiser or capital campaign, it must obtain from MCUF written permission prior to commencing the fundraiser. MCUF shall not unreasonably withhold permission for such special fundraising activities. In the event that a third party wishes to raise funds, through a special event or other fundraiser, for the Agency, the Agency shall take all steps necessary to ensure that publicity of such donations include reference to the fact that the Agency is affiliated with MCUF.

9. **TERMINATION**: This agreement shall be perpetual. However, either party may terminate this agreement by providing to the other party on or before June 1st of each year a written notice of its intention to withdraw from this relationship at the end of that year. If this occurs, the Agency will be entitled to receive its remaining allocations for that year, and it will remain obligated to perform its obligations under this agreement until December 31st; and

10. **BREACH OF AGREEMENT**: In the event that either party breaches this agreement, the non-breaching party may immediately terminate this agreement and its obligations under this agreement by providing written notice thereof to the other party. In this event, the Agency shall return to MCUF the portion of the funds received in advance for the year. This portion shall be calculated using a per diem rate for the Agencies annual allocation.

IN WITNESS WHEREOF, the parties have executed this agreement this _____ day of _____, 20 ____.

AGENCY

MONTGOMERY COUNTY UNITED FUND

By: _____
Board President

By: _____
Board President

By: _____
Executive Director

By: _____
Executive Director

Important: This agreement may not be altered without the prior written consent of the Montgomery County United Fund Board of Directors.