

UNITED WAY OF THE EAST VALLEY

MEMBER AGENCY AGREEMENT

This Agreement is between Redlands Recreation Department, hereinafter referred to as the "*Agency*," and United Way of the East Valley, hereinafter referred to as the "*United Way*".

PART I -- GENERAL

Our goal is voluntary compliance in the spirit of partnership. These policies apply to the Member and Affiliate Member agencies of United Way of the East Valley only. Agencies which are members of other United Way organizations must follow the policies set forth by the individual organizations. Local agencies which are wholly or partially governed by a national, regional, or district office are responsible for maintenance and communication of this agreement with the appropriate governing body. Validations and appeals of this contract will be treated fairly, promptly and consistently with each agency of the United Way of the East Valley.

The United Way is a unique partnership of donors, volunteers and participating agencies acting together in the community interest. This partnership is based upon mutual respect and understanding.

The mission of the United Way is to increase the organized capacity of people to care for one another. This is accomplished by bringing together diverse elements of the community to raise and distribute community resources effectively and efficiently to meet health and human care needs.

PART II -- BOTH THE UNITED WAY AND THE AGENCY WILL:

A. GOVERNANCE

1. Maintain a strong and active Board of Directors, meeting at least quarterly, serving without pay, composed of a number of members compliant with agency Bylaws, none of whom shall be paid employees and all of whom shall serve on the board without compensation, holding regular meetings and participating actively in the policy making and hiring of management of the agency. Responsibilities include, but are not limited to:

- * Agency budgets
- * Personnel policies
- * Agency goals, objectives and programs
- * Community Relations

B. NEEDS ASSESSMENT

1. Produce a community needs assessment, to be funded by the United Way, not less than every three years and not more than every five years. The agencies will provide pertinent data and in return will receive a copy of the completed report.

C. PUBLIC INFORMATION

1. Actively promote each other, to educate the public, and to cooperate in good faith to bring about the stated mission of the United Way.
2. Work to promote visibility of the United Way in the community. This will include, but not be limited to, the use of the United Way's logo, name, slogans, etc. on:
 - * Letterhead
 - * Public Service Announcements
 - * Advertisements (written/verbal)
 - * Brochures
 - * Flyers/Announcements
 - * Media Releases
 - * Fund Raising Materials

D. FINANCIAL RESPONSIBILITY

1. Assure that the nature of the organization and its operations shall be conducted in such a manner as to preserve its status as a non-profit organization to which contributions are deductible for state and federal income tax purposes.
2. Maintain comprehensive and accurate financial records in conformance with the generally accepted accounting practices for not-for-profit organizations as determined by the Financial Accounting Standards Board and maintain a high level of accountability for contributed funds with respect to their administration and their program use by having an annual audit, review or compilation by a certified public accountant. As a minimum, these shall be based upon the annual allocation amount received by the agency from the United Way as follows:
 - * \$1 - \$4,999 for compilation
 - * \$5,000 - \$29,999 for review
 - * \$30,000+ for audit
3. Respond to the Auditing Standards Board's recommendation to have the Board of Directors appoint an audit/finance committee whose duties would be to combine audit and financial oversight responsibilities and directly serve and retain an independent auditor's report through the audit/finance committee.
4. Recognize that dues and fair share quota payments to national or state affiliations may be included in budgets.
5. Recognize that each may set up reasonable reserves from the surplus of prior years, which will be reviewed annually during the allocations process.
6. Provide such insurance coverage as may be appropriate for their own operations.
7. Recognize the right of each to seek gifts of endowment funds, bequests, real estate, property and trust funds.

E. NON-DISCRIMINATION

1. Agree that a positive, non-discriminatory policy statement will be maintained which is at least consistent with federal and state governmental regulations and that service, employment or board membership will not be denied to any person due to race, creed, sex, religion, age, or physical handicap.

F. IMPLEMENTATION OF AGREEMENT

1. Operate within the spirit and conditions of this Agreement.
2. Assure that new board members and committee chairs of both organizations are informed of the contents of this Agreement and any addenda thereto.
3. Assure that each party to this Agreement will keep the other informed of all matters of common concern and will consider and negotiate the settlement of problems which may arise.
4. Assure that unique matters concerning one Agency or one type of Agency are dealt with by specific addenda that are consistent with the spirit and provision of this Agreement.

PART III -- THE UNITED WAY WILL:

A. FUNDRAISING

1. Conduct an annual campaign for operating funds, setting the campaign goal with consideration for the financial needs of the agencies and the long-range success of United Way.
2. Respect Agencies' need to raise funds and avoid undue competition.

B. FUND DISTRIBUTION

1. Allocate United Way financial support to Agencies through a process conducted by the volunteer Admissions and Allocations Committee and approved by the United Way Board of Directors.
2. Provide an Agency appeal process.
3. Consider and take action upon all Agency requests for grants or loans over and above regular allocation payments.
4. Pay periodic installments on a mutually accepted basis to the Agencies, based on their specific approved allocations.
5. Provide Agencies with schedule of required reports.

C. COMMUNITY/AGENCY RELATIONS

1. Establish and maintain an effective communication system that:
 - * Rallies community support and commitment for United Way
 - * Promotes the benefits and needs of participating voluntary agencies
 - * Fosters the development and growth of voluntarism
2. Open up a Request for Proposal (RFP) process to all Agencies if a need arises in the community that is not being met and for which United Way funds become available.
3. Host periodic gatherings of Agency board presidents to discuss items of mutual interest and concern.

D. ASSISTANCE

1. Assist the agencies with collaborative joint program ventures and/or fundraising campaigns.
2. Assist the Agency in every way possible to ensure the success of the Agencies' work in the community.

E. AUTONOMY

1. Respect the Agencies' autonomy in determining its own policies and procedures within the scope of this agreement.

PART IV -- THE AGENCY WILL:

A. ALLOCATIONS AND FUND DISTRIBUTION

1. Submit annual United Way budget forms and funding requests completely and accurately to the United Way by the required due date.
2. Include the United Way of the East Valley in all mailings of Board meeting notifications, board minutes and financial statements.
3. Submit monthly beneficiary statistics reports and annual client employer information and other special reports that will help the United Way improve and fulfill its capacity to help meet local needs.
4. Accept the United Way allocation and budget process and recognize that when allocations are made it can:
 - a) Accept the allocation amount;
 - b) Appeal the allocation amount;
 - c) Change Agency operations appropriately to reflect reduced funding or to provide for income from other sources;
 - d) Work with United Way for new solutions;

- e) Request emergency loans, grants or advancement of regular allocations at any time. Such requests will be submitted to the United Way Board of Directors and will be accompanied by a resolution approved by a majority of the Agency directors at a duly constituted meeting of the Agency board.

B. FUNDRAISING

1. Coordinate supplemental fund raising with the United Way by:

- a) Providing a list for review, along with annual funding request, of planned fund raisers, capital campaigns, and special events to be conducted during the budget year. Include name, date(s), and estimated gross and net revenues.
- b) Notifying the United Way at least 30 days in advance of fund raising opportunities not previously listed in the funding request or of your intentions to join any other fund raising federation.
- c) Communicating and collaborating with other agencies, the local media, the targeted community, and United Way to ensure all fund raising events are co-promoted, timed appropriately and resources are leveraged on behalf of the event and agency. The United Way will assist in promotion by including agency events in a community calendar and other promotional materials.
- d) Throughout the year, agencies are encouraged to promote the United Way designation program and agency partnership. However, agencies are to refrain from promoting designations solely to any one particular organization and are asked not to conduct negative campaigns against the United Way or other agencies.
- e) Promotional materials shall be positive in their support to maintain the integrity of the community-wide campaign. All publicity, letters of solicitation and materials used in connection with fund raising events shall acknowledge United Way's support to the agency including the United Way logo and a statement similar to the following:

"Redlands Recreation Department receives an annual allocation from the United Way of the East Valley through its volunteer citizen review process. Thanks for your support to our agency through the United Way."

2. Dark Period

- A. Recognize that the United Way fund raising campaign takes place each year from September 1 through November 30. During this "dark period", member agencies shall refrain from the following fund raising activities:
 - 1. Member or affiliate member agencies will refrain from soliciting corporate or business financial donations. This includes donations for capital campaigns, foundations, the underwriting of costs for events, or direct solicitation of financial donations.

2. Agencies will not conduct fund raising drives at companies, businesses, government offices, public schools, or health care facilities. This includes covertly or directly sending letters of appeal for monetary gifts, or designations of United Way pledges and direct financial donations.
3. Member and Affiliate Member agencies will refrain from direct mail and/or door-to-door, and/or phone solicitation of direct or pledged financial donations. This includes the influence of designations.

These restrictions are applicable in the following zip codes:

92305	92318	92320	92339
92346	92354	92359	92373
92374	92375	92399	

- B. Penalties - In addition to Part V -- Special Provisions, Section B, Grievances, violations of Part IV, B, #2A - 1, 2, 3, will result in the following non-compliance penalties:

First: The first occurrence will result in a letter from the UWEV Board President to the Agency CPO (Executive Director) and CVO (Board President) outlining the violation and consequences.

Second: The second occurrence of non-compliance will result in immediate forfeiture of one quarter (25%) of the agencies total allocated dollars for one year beginning with the next scheduled allocation payment and continuing for an additional 11 allocation disbursements. Verbal notification of this action will occur within one month from the date of the violation by the UWEV Board President. Written notification will also be provided.

Third: The third occurrence of non-compliance will result in decertification of the agency at the end of the UWEV current fiscal year (June 30) written and verbal notification along with duplicate copies of all correspondence including the signed agency agreement will be forwarded to the Chief Professional Officer and the Chief Volunteer Officer of the agency. Donations that have been designated to the agency for the current funding cycle will be promptly forwarded to the agency.

NOTE: Non-compliance violations will be cumulative, not on an annual basis.

3. Assist the United Way in planning, conducting, and promoting the annual fund raising campaign. Such assistance includes working through the agency Board of Directors, staff and other appropriate constituent groups to offer and implement a solicitation campaign.
4. Provide agency resources where requested: volunteers to work as campaign solicitors, including Loaned Executives, whenever possible; assistance in providing quality, trained representatives to speak on behalf of the agency through the UWEV speakers bureau; the accommodation of visits and tours by interested parties or groups; participation in public appearances, UWEV functions and agency fairs.

5. Assist the United Way in planning, conducting and promoting the United Way campaign. Such assistance will include, but not be limited to, solicitation of the Agency board by its president for "fair share" participation by each board member; provision of Agency volunteers to work as campaign solicitors, including Loaned Executives, whenever possible; and the provision of Agency speakers and Agency tours.

C. PARTICIPATION:

1. Assure that the Agency executive or designee will participate in the activities of the Agency Executives Association.

PART V -- SPECIAL PROVISIONS

A. CHANGES

1. The Agency is obligated to notify United Way promptly in writing of significant operational changes. These changes include but are not limited to:
 - * Changes of Executive Director or President
 - * Change in names and number of Directors of Agency Board
 - * Financial crises
 - * Change in location(s) of services
 - * Inabilities to provide services for which allocations have been awarded.

B. GRIEVANCES

1. If either party to this Agreement fails to perform in accordance with the terms specified above, a hearing with both parties in attendance will be conducted by the United Way within fifteen (15) days of written notification.
2. In the event of dissatisfaction resulting from the action taken at this hearing, the chairman or president of United Way and Agency will appoint a committee of their respective Board of Directors to meet and jointly work toward resolution of such issues. Issues not resolved by such committee shall be referred to a committee consisting of one designated officer of United Way, one designated officer of Agency, and a third person mutually acceptable to both United Way and Agency. The majority vote of such committee shall be binding upon both organizations.

C. TERMINATION

1. Thirty (30) days written notice must be given to the other party if the Board of Directors of either party to this agreement decides to terminate it.
2. Upon termination, if funded services are no longer provided by the Agency, funds allocated to the Agency will be available for reallocation to other member agencies. If it is mutually agreed that the terminated Agency should continue funded services, United Way will complete the appropriate allocation payments for the allocation year.

3. United Way shall have a right to terminate this Agreement and funding of the Agency in the event of an occurrence of any of the following conditions:
- A breach of this Agreement by the Agency followed by the appropriate grievance procedure;
 - Failure of the Agency to maintain management, fiscal and/or service delivery intent and standards as agreed to in this Agreement;
 - Failure by the Agency to demonstrate that United Way support is significant and essential for continued support of a program funded in whole or in part by United Way;
 - Determination by United Way that the program funded by United Way no longer provides a service(s) appropriate for United Way support or no longer is responding to the priorities established by United Way.

D. EFFECTIVE

- It is mutually agreed that upon the approval by the United Way and Redlands Recreation Department, that this agency agreement shall be effective as of 1 July 1997, and shall be effective for one year or until thirty (30) days subsequent to the time of one parties notification to the other of its desire to terminate.
- The United Way shall submit a copy of this Agreement to the Agency at the beginning of each fiscal year. Signing of the Agreement annually shall be part of the minutes of a regular meeting of the Agency's Board of Directors and shall be signed by both parties prior to the first agency allocation payment for the year.
- This Agreement, having been read and approved at a meeting of the governing board of the participating voluntary Agency, shall be binding on the parties and executed as of July 1, 1997.

CITY OF REDLANDS


Swen Larson, Mayor

ATTEST: 
Lorrie Poyzer, City Clerk

September 2, 1997
DATE

United Way of the East Valley

UNITED WAY NAME


Nancy Doss, President


Dan Shankland, Executive Director

10/7/97
DATE