



Greater Baytown Area
& Chambers County

GRANT AGREEMENT

For the Period of
July 1, 2022 to June 30, 2023

Between

Agency Name Here
(Hereinafter referred to as *the Agency*)

And

United Way of Greater Baytown Area and Chambers County
(Hereinafter referred to as *United Way*)

THIS GRANT AGREEMENT (the “*Agreement*”) is entered into this _____ day of _____, 2022, with an effective date of July 1, 2022, in the mutual belief of the parties that: (a) the participation of representative citizens in community-wide planning, allocations, and fundraising for needed human services is essential; (b) United Way fundraising is the most effective way to provide a financial base for these services; and (c) the parties participate in a mutual effort to share ownership, responsibility, resources, and accountability for achieving meaningful and measurable results that improve the lives of the people of the greater Baytown area and Chambers County.

In furtherance of these mutual beliefs, the parties agree as follows:

I. **Funding:**

United Way commits to fund the **Program Name Here** program (the “*Program*”), up to an amount of **\$000,000** for the approved program costs incurred by the Agency. United Way will issue quarterly payments, effective July 2022 through June 30, 2023. The agency agrees and acknowledges that this funding is granted for a one year period and is contingent upon fulfillment of future campaign pledges, as well as the Agency’s successful compliance/fulfillment of its quarterly program reporting.

1. United Way shall have the option to delay/stop/discontinue payment at any time during the term of this Agreement due to the Agency’s failure to comply with or fulfill the terms of this Agreement and/or the Agency’s failure to meet the stated goals of the approved Program.

UNITED WAY and the Agency mutually agree that this document, as well as the Agency’s submitted application for funding, define our mutually benefiting relationship.

II. **Both UNITED WAY and the Agency Agree:**

1. To maintain a responsible and representative governing body (board) that meets a minimum of four (4) times per year to carry out the purposes for which it is organized.
2. To consult and work together on matters of common interest in an effort to achieve results while keeping the best interest of the community as a whole.
3. To maintain tax exempt status under Section 501(c)(3) of the Internal Revenue Code and to fully comply with all regulations of municipal, county, state or federal governments, pertaining to proper licensing, health and safety requirements and operations within the State of Texas.
4. To provide a forum for actively engaged community conversations. United Way and the Agency further agree that they shall hold formal meetings, at a minimum, on a quarterly basis to discuss health and human service issues and the work being undertaken to provide solutions to these issues.
5. To operate by policy and practice according to federal non-discrimination laws.
6. To maintain the highest level of ethical and service excellence standards.
7. To keep each other informed on all matters of common concern.
8. To consult together when problems or misunderstandings arise in order to reach solutions which are in the best interest of the community.
9. To act on the belief that respect for and understanding of all cultures, peoples and lifestyles is central to the spirit of human services, volunteerism, and United Way's mission.

III. **UNITED WAY Agrees:**

1. To recognize the responsibility of the Agency's Board of Directors to determine its own policies and manage its own program within the scope and spirit of this Agreement.
2. To consider the interdependence of an agency with a national affiliation, when making decisions that may impact the Agency's local/national relationship.
3. To keep channels of communication with its various departments and committees open to the Agency for consideration of problems of common concern.
4. To conduct an annual fundraising campaign and use its best efforts to raise the greatest amount possible consistent with the needs of the community.
5. To be a responsible steward of funds by fully informing contributors regarding the use of such funds and submitting all records to an annual audit by an independent auditor.
6. To promote cooperation and collaboration within the human services community.
7. To provide the Agency a reasonable amount of time in which to respond to requests for documentation and information.
8. To communicate openly with all agencies concerning United Way and its community efforts.
9. To maintain the program funding level for the duration of this Agreement, as provided for in this Agreement, and contingent upon the fulfillment of future campaign pledges and the Agency's compliance of the terms of this Agreement, including but not limited to, the complete and accurate quarterly report submissions to United Way, from the Agency.

IV. The Agency Agrees:

1. To support and assist in the United Way annual fundraising campaign by urging their Board members and staff to volunteer their services in support of the campaign by:
 - a. Coordinating with the United Way Resource Development Department to conduct a United Way employee workplace campaign within the Agency with a fundraising goal, no later than November 15, 2022.
 - b. To grant United Way exclusive rights and leadership of workplace campaigns and to refrain from any development activities that would directly interfere with United Way's workplace efforts.
 - c. Speaking in public on behalf of United Way, as a part of the Agency's normal business practice, as well as active involvement in the United Way campaign presentations as they are made available.
 - d. Providing testimonials on the positive outcomes of programs funded by the United Way.
 - e. Attending special events related to United Way and its affiliated agencies.
 - f. Increase the public's understanding and participation in all human service programs by working collaboratively to promote United Way and its community partners.
 - g. Act as a partner with United Way by representing it in a positive manner, and be a proactive supporter of United Way and its community-wide mission and visibility.
 - h. Promote the community impact agenda, including the primary areas of critical need and efforts in addressing those issues. This includes supporting the United Way campaign and refraining from asking for direct agency designations.
2. Attend at least, but not limited to, 50% of Funded Partner Briefings and Funded Partner Development Opportunities as scheduled in the Funded Partners Calendar.
3. Agencies will create an annual plan to meet their program goals related to funding, as well as a plan of action in relation to the competencies identified by the Community Impact volunteers through the Grant Review process, and the United Way GBACC Community Impact staff. The agency is committed to working toward improvement goals, and understands these will be considered in future funding requests. Agencies will be asked to report on these metrics on a quarterly basis, and will meet at the mid-year point to review both programmatic and professional advancement goals with Grant Review volunteers and Community Impact staff.
4. To permit the use of its corporate name and logo and, as appropriate, the names of its component programs by United Way for public relations and fundraising purposes. The Agency shall specifically state its partnership with United Way when publicizing its organization, shall place a United Way logo and name symbol on its physical facilities, and shall readily identify United Way as a funding source when applying to all other funding sources. The Agency shall identify itself with United Way in news releases, public service announcements, public affairs programs, community presentations and other events.
5. To submit to United Way all financial, program and volunteer information, as requested, within the given time frame and prior to the due date. These documents shall include, but shall not be limited to the following:
 - a. Annual submission of most recent IRS Form 990.
 - b. Annual submission of an independent audit, review or financial compilation of finances by a certified public accountant for the preceding fiscal year.
 - i. Agencies with revenue above \$500,000 must submit a full financial audit
 - ii. Agencies with revenue between \$50,000 - \$499,999 must submit a financial review
 - iii. Agencies with a revenue below \$50,000 must submit a financial compilation

- c. List of Board of Directors immediately following each Agency's election period. Such list shall include the names and terms of all Board members and officers, as well as meeting dates, times and locations.
 - d. Written notification, within thirty (30) days of any organizational changes in key management positions within the Agency (i.e., Executive Director, CFO, Program Director, etc.), or if the Agency is involved in any type of lawsuit or legal action.
 - e. Anti-Terrorism Compliance Certification Form.
 - f. Quarterly Reports submitted in an agreed upon format by close of business on the 15th of the month immediately following the close of each quarter (Specifically: October 15, 2022; January 15, 2023; April 15, 2023; and July 15, 2023). Failure to submit these reports in a timely manner could negatively affect the payment of Agency's grant funds. The Agency agrees to cooperate in an on-site monitoring if such is requested by United Way. All financial and supporting documentation shall be available for review at all times.
6. Accounting:
- a. To maintain fiscal records in accordance with Generally Accepted Accounting Principles. Accrual based reporting is preferred, but not required.
 - b. To maintain overhead costs under 25% as calculated from IRS Form 990. If at any time during the term of this Agreement the Agency's overhead costs exceed 25%, the Agency must provide written notice of said occurrence to United Way and such notice shall include an explanatory statement, explaining why this has occurred and what steps the Agency is taking to address this situation.
 - c. To maintain appropriate records to enable your agency to annually assess its financial condition and to notify United Way immediately if there is a material change in the financial status of the Agency.
 - d. To maintain incorporated status as a non-profit organization in the State of Texas and tax exempt status under IRS Code 501(c)(3).
7. Residency Requirement:
- a. The Agency shall provide sufficient documentation to United Way evidencing residency for all participants receiving services funded by United Way Community Impact grant(s). Acceptable evidence must establish the current "legal" address for the participant in the greater Baytown area and Chambers County within the following zip codes:

77514, 77520, 77521, 77522, 77523, 77560, 77562, 77580, 77597, 77661, 77665
 - b. United Way will determine, in its sole and absolute discretion, if the information or documentation provided by the Agency is sufficient to meet the requirements contemplated herein.
8. To satisfactorily deliver all programs and services specified in its approved grant, consistent with the level matching the amount awarded as demonstrated through quarterly reports.
- a. If the agency did not receive 100% of the funding requested in their grant application, the agency will be allowed to adjust their programs goals to reflect the percentage of funding that was approved by the United Way. The agency will have seven (7) business days after their agreed upon grant award meeting to resubmit their grant proposal with updated projections.
 - b. If the need for changes in the agreed upon program design or the program budget line item expenditures occurs within a funding period written request shall be provided to United Way as soon as possible, but in no event longer than thirty (30) days prior to the end of the second

quarter and approved by the United Way Community Impact Committee to continue funding.

- c. Lack of this request and resulting approval as required herein, may result in the Agency having funds delayed, revoked, suspended or terminated.
9. To maintain status as a tax-exempt and/or charitable organization in good standing with federal, state and local governing bodies.
10. To actively promote United Way and its community fundraising by encouraging and enlisting the participation of its constituency and/or members in such activities.
11. To comply with all federal, state and local laws that may apply to it regarding discrimination because of race, religion, color, gender, national origin, marital status, familial status, age, source of income, disability, sexual orientation and any other classification protected by such laws.
12. To indemnify, defend, save and hold harmless, United Way, its board members, officers, directors, employees, agents, successors and assigns, from any and all claims, suits, actions, losses, damages, liabilities, costs and expense of any nature, arising out of or connected to this agreement, and to defend at agency's expense all claims, proceedings, and lawsuits resulting from, arising out of, or relating to agency's responsibilities under this agreement or a breach of this agreement.
13. To enhance cooperative efforts by handling disagreements with United Way through normal administrative channels.
14. To provide annual financial and performance information to United Way, including:
 - a. Complete United Way quarterly reports by the dates specified in this agreement.
15. The Agency may submit the annual certified audit report of its national or territorial organization providing the local agency has been included in that audit and the national or territorial organization's audit is conducted by a certified public accountant from outside the agency.
16. United Way reserves the right to request additional financial information at our discretion.

V. **Termination of Agreement:**

1. Voluntary Termination of Grant Agreement by the Agency:
 - a. Agency may choose to terminate this Agreement at any time, by providing thirty (30) days written notice of termination to the United Way Board of Directors' president and CC United Way's CEO specifically stating the reasons for the Agency's termination.
 - b. Upon receipt of said notice by United Way, a meeting will be scheduled between United Way and the Agency to discuss the Agency's intent to terminate the Agreement.
 - c. In the event of the termination of the Agreement by the Agency, grant funds to Agency for that fiscal year and any other subsequent fiscal year (if this is a multi-year agreement) would cease immediately.
2. Termination of Agreement by United Way:
 - a. The parties agree and acknowledge that the following will be considered a material breach of this Agreement and may cause the United Way's Board of Directors to sever/terminate program funding and/or the relationship with the Agency.
 - b. Misuse or misappropriation of funds specifically approved by the United Way Board of Directors.
 - c. Falsifying agency, program or funding information.
 - d. Failure of the Agency to produce sufficient progress toward program outcome measurements and results.
 - e. Agency mismanagement.
 - f. Failure to fully comply with the terms and provisions of this Agreement.

- g. Other reasons as deemed appropriate by the United Way Board of Directors.
- h. United Way's Executive Committee will inform the Agency in writing of any such decision. In the event of the termination of this Agreement as provided for herein, the Agency's grant funds will cease immediately.
- i. The Agency may request reconsideration of the termination decision and may do so in writing to United Way within fourteen (14) days of receipt of the written notice of termination.

VI. **Miscellaneous:**

1. The term of this Agreement shall be for a one year period, commencing on July 1, 2022 and ending on June 30, 2023.
2. Modification to this Agreement shall be by mutual consent, in written form, executed by authorized representatives of both parties and made a part of this document by addendum.
3. This Agreement shall be binding upon, and insure to the benefit of, the parties, and their respective successors and assigns.
4. The headings used in this Agreement are used only as a matter of convenience or reference and do not define, limit, construe or describe the scope or intent of the sections of this Agreement.
5. If any provision of this Agreement shall be found to be invalid or void, it shall not affect or impair the remaining provisions which can be given effect without the invalid or void part.
6. Any party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or any other provision of this Agreement.
7. The Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.
8. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements, commitments, or understandings with respect to the matters provided for herein.
9. Except as otherwise provided for herein, all notices to be given under the terms of this Agreement shall be personally delivered to the party, mailed by certified mail, return receipt requested, or sent by commercial overnight carrier to the party at the address provided for herein or to such other mailing address provided by the party to the other.
10. Failure to comply with the terms and provisions of this Agreement may result in the suspension of payments or termination of the Agreement or both and Agency may be ineligible for award of any future grants.

United Way reserves the right to withhold funding until all reporting requirements have been met. Release of United Way funds is contingent upon receiving this signed Agreement.

United Way reserves the right to terminate this Agreement for cause at any point during the term of this Agreement.

Choose one:

- This Agreement has been read and approved at the meeting of the governing body of the Agency on _____ . The Board President is signing on behalf of the Board.
- This Agreement will be read and approved at the meeting of the governing body of the Agency on _____ . The Board President is signing on behalf of the Board.

AGENCY:	
Address:	
<i>To be signed by authorized signers of this agency:</i>	
Print Name of Board Chairman/President:	
Signature of Board Chairman/President:	
Print Name of CEO:	
Signature of CEO:	
UNITED WAY OF GREATER BAYTOWN & CHAMBERS COUNTY 5309 Decker Drive, Baytown, TX 77520	
Name of Board President:	
Signature of President:	
Print Name of CEO: Melissa Reabold	
Signature of CEO:	