GRANT AGREEMENT

For the Period of

July 1, 2026 to June 30, 2027

Between

XXXXXXXX

(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 _____, 2026, with an effective date of **July 1, 2026**, 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 two 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**:

1. United Way commits to fund the programs and services outlined in the Agency's approved application (the "Program(s)"), up to an amount of **$XXXXX** for approved program costs incurred by the Agency. United Way will issue quarterly payments effective **July 1, 2026** through **June 30, 2027**.

2. 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.

3. 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.

	Board President
	CEO

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. United Way has the right to request meeting minutes at any time throughout the lifespan of this agreement.
2. To keep each other informed on all matters of common concern, such as a change in the organization's leadership team.
3. To collaborate on resolving issues and pursue joint solutions that are in the best interest of the community.
4. 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.
5. To provide a forum for actively engaged community conversations. United Way and the Agency further agree that they shall hold formal meetings on a quarterly basis at a minimum to discuss health and human service issues and the work being undertaken to provide solutions to these issues.
6. To uphold ethical standards, operate in compliance with non-discrimination laws, and promote cultural respect in all practices.

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 act as a liaison between the Agency and the various departments and key committees of United Way regarding problems of common concern regarding the agency, communicating openly with all agencies concerning United Way and its community efforts
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 maintain program funding as outlined in this Agreement, contingent upon fundraising results and the Agency's compliance.

IV. **The Agency Agrees:**

1. Present this grant agreement to the full Board of Directors and document approval of accepting this grant in the meeting minutes no later than **July 31, 2026.**
2. 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, but no older than two years.
    b. Annual submission of an independent audit, review or financial compilation of finances by a licensed, 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.
        i. The Agency will provide an updated org chart if changes occur.
    e. To submit an Anti-Terrorism Compliance Certification Form.
    f. Quarterly Reports submitted in an agreed upon format by noon (12:00pm) on the 10th of the month immediately following the close of each quarter (Specifically: October 10, 2026; January 10, 2027: April 10, 2027; and July 10, 2027).
        i. Missed reporting deadlines will result in administrative fees applied to the next disbursement.
            1. Reports submitted 10 or more days past due will result in payment delay until the following quarter.
        ii. Monthly financials should be available upon request
        iii. The Agency agrees to cooperate in on-site monitoring if such is requested by United Way.
    g. All financial and supporting documentation shall be available for review at all times.
3. To support and assist in the United Way annual fundraising campaign by:
    a. Conducting a United Way employee workplace campaign within the Agency with an agreed upon fundraising goal, including a presentation from United Way staff to board, staff, and key volunteers, no later than **December 31, 2026.**

b. To grant United Way exclusive rights and leadership of workplace campaigns between September to December annually, refraining from any development activities that would directly interfere with United Way's workplace efforts.

c. Speaking in public on behalf of United Way and the community, as a part of the Agency's normal business practice, as well as active involvement in the United Way campaign presentations, as requested.

d. Attending special events related to United Way and its affiliated agencies.

e. Increase the public's understanding and participation in all human service programs by working collaboratively to promote United Way and its community partners.

f. Refrain from politicking or lobbying in the public arena as well as directly at United Way volunteers to change their grant from this agreement.

4. Maintain accurate and appropriate accounting, including:

   a. Maintaining fiscal records in accordance with Generally Accepted Accounting Principles. Accrual based reporting is preferred, but not required.

5. To notify United Way immediately if there is a material change in the financial status of the Agency.

6. To satisfactorily deliver all programs and services specified in its approved grant, consistent with the level matching the funding awarded as demonstrated through quarterly reports.

   a. If the Agency did not receive 100% of the funding requested in the grant application, the agency will adjust their program goals to reflect the percentage of funding that was awarded.

      i. All adjustments should uphold the intent of the original proposal.

      ii. All adjustments will be reviewed by the Community Impact Committee, who has the sole authority to accept or deny adjustments.

      iii. Adjustments not submitted within the allotted window will not be accepted. The Agency will be liable to meet all stated program goals and budget allocations as submitted, and may be at risk of forfeiting the grant award.

   b. If there is a need for changes in the agreed upon program design or the program budget expenditures within the funding period, written request shall be provided to United Way within thirty (30) days to when the changes are expected to take effect.

      i. The United Way Community Impact Committee has the sole authority to approve or deny the Agency's change request.

      ii. Agencies may not request to reallocate funds from a previous quarter.

      iii. Agencies may not request changes to program budgets or program goals in the fourth (4^{th}) quarter of the grant year (April, May, June).

   c. In the event of program or organizational closure, whether temporary or permanent, notice must be formally submitted in writing to United Way no less than thirty (30) days prior to closure. Closures

may include physical locations, satellite locations, virtual services, or closure of a funded program under the umbrella of the organization.

i. Failure to submit a timely, formal notice may result in funds delayed, revoked, suspended, or terminated.

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. Attend 100% of quarterly Funded Partner meetings.
    a. Failure to attend any Funded Partner meeting will result in an automatic 5% decrease in any funding award in the subsequent year or when the agency applies again.
    b. Failure to attend 2 or more Funded Partner meetings will result in termination of the current grant agreement, and United Way will cease all future payments. The agency will be invoiced if it is indicated in their reports that they underspent in previous quarters.
    c. Agencies may be excused in the case of emergency or unforeseen circumstances beyond their control.
9. Attend a minimum of 50% of educational Quality Improvement Partnership (QIP) opportunities.
    a. Failure to meet the minimum QIP requirement will result in an automatic 5% decrease in any funding award in the subsequent year or when the agency applies again, within 3 years of the current funding cycle.
10. 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 Community Impact staff.
    a. The Agency is committed to working toward improvement goals and understands these will be considered in future funding requests.
    b. The Agency will report on these metrics on a quarterly basis.
11. 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.
    a. The Agency shall specifically state its partnership with United Way when publicizing its organization,
    b. The Agency shall place a United Way logo and name symbol on its physical facilities and website,

c. The Agency shall readily identify United Way as a funding source when applying to all other funding sources.
d. The Agency shall identify itself with United Way in news releases, public service announcements, public affairs programs, community presentations and other events.
e. The Agency will publish a public statement announcing its partnership with United Way for the 2026 – 2027 great year.

12. 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 to apply for or receive future grant awards.

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. Agency will cease spending of any United Way funds and may be required to return funds.
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.
        i. Misuse or misappropriation of funds specifically awarded in this fiscal year to support agency program(s).
        ii. Falsifying agency, program or funding information.
        iii. Failure of the Agency to produce sufficient progress toward program outcome measurements and results.
        iv. Agency mismanagement.
        v. Failure to fully comply with the terms and provisions of this Agreement.
        vi. Other reasons as deemed appropriate by the United Way Board of Directors.
3. United Way's CEO or Board of Directors will inform the Agency in writing of any such decision.
4. In the event of the termination of this Agreement as provided for herein, the Agency's grant funds will cease immediately.
5. The Agency may request reconsideration of the termination decision. The Agency must do so by 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, 2026 and ending on June 30, 2027.
2. This Agreement shall be binding upon, and insure to the benefit of, the parties, and their respective successors and assigns.
3. 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.
4. 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.
5. 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.
6. The Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.
7. 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.
8. 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, with return receipt requested, and / or sent email to the party at the address provided for herein or to such other mailing address provided by the party to the other.

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.

A copy of Board of Directors meeting minutes demonstrating board approval to accept this grant must be submitted on or before July 31, 2026 in order for the first disbursement of funds to be made.

Agency Name:	**Funded Program(s):**	
Agency Address:		
To be signed by authorized signers of this agency		
Print Name of Board Chairman/President:		
Signature of Board Chairman/President:		**Date:**
Print Name of CEO:		
Signature of CEO:		**Date:**
UNITED WAY OF GREATER BAYTOWN & CHAMBERS COUNTY 5309 Decker Drive, Baytown, TX 77520		
Print Name Board President:	**Kendall David**	
Signature of President:		**Date:**
Print Name of CEO:	**Kaci Pena Agosto, MA**	
Signature of CEO:		**Date:**

United Way Contact:	**Elizabeth Hayes** Manager, Community Impact and Engagement 832.926.4004 elizabethh@unitedwaygbacc.org