

United Way Grant Funding Agreement

Statement of Agreement between United Way of Greater Lima

And

(Fill In Agency Name)

The United Way of Greater Lima (Ohio) (referenced hereafter as “United Way” or UWGL) and _____ (referenced hereafter as “Agency”) enter into this Statement of Agreement on the _____. This agreement is in reference to the following grant *(select one below)*:

- Small Opportunity Grant
- Community Partners Grant, Three-Year Funding Cycle
- Innovation Grant
- Small Projects Grant

The UWGL in collaboration with community partners tackle the challenges and barriers to individual’s success in Health, Education and Financial Stability. Uniting non-profits, social service agencies, businesses, and community leaders, we find solutions that improve lives and our community. This agreement is entered into with the understanding that the Agency and United Way roles and responsibilities will promote each parties capacity to address our community’s needs as defined by the Community Impact Committee’s Agenda and achieve the United Way’s mission, “Improving lives by uniting the caring power of the community.” This agreement also reflects the belief that the following are necessary in achieving success-

1. Representation of residents in community-wide planning, budgeting, and fundraising,
2. Good stewardship of funds and accountability demonstrated through outcomes,
3. Collaborative fund-raising.

I. Agency Agreement

A. Governance

- i. Agency shall maintain a governance board that complies with all applicable legal requirements and Agency Bylaws. The agency’s governing board will oversee the financial oversight and administrative control.
- ii. Agency shall inform United Way of any changes to Agency’s 501c3 status or any changes in its relationship with its state, national and/or certifying body.

- iii. Agencies with a Fiscal Agent/Sponsor shall inform and provide United Way of any changes to the written agreement and/or resolution confirming the Fiscal Agent/Sponsor relationship and ability to retain discretion and control of funds.
- iv. If the Agency is not headquartered in Allen County, the Agency shall maintain representation of at least one Allen County member on its Board of Directors or maintain a local advisory board.
- v. Agency shall submit the UWGL Counter-terrorism form in compliance with the spirit and intent of the USA PATRIOT Act and other counterterrorism laws required by Internal Revenue Service.
- vi. Agency shall practice non-discrimination and strive for inclusion in all aspects of the organization.

B. Financial Responsibility

- i. Agency shall maintain an adequate and accurate system of accounting in accordance with the current standards of accounting. Agency shall comply with all applicable federal, state, county, and local laws, including the paying of its taxes on time and in full, and filing all tax returns on time-including employee income tax withholdings.
- ii. Agency shall maintain adequate and accurate internal fiscal controls as are necessary to complete all reports and filings.
- iii. Agency shall submit financial reports and requests for funds as directed by United Way.
- iv. Agency shall submit an annual accounting for funds received from United Way showing how the funds were used for the designated program as directed by United Way.
- v. Agency shall notify the United Way immediately in the event of significant fiscal losses or fiscal commitments, including loans, mortgages or other encumbrances affecting the viability of any United Way funded program. A letter of explanation shall act as notification.
- vi. Agency shall use the United Way funds only for the programs and services identified in the funding application. Funds cannot be used for capital investments or costs.
- vii. Agency shall maintain and submit proof of adequate liability insurance coverage.

C. Communication

- i. Agency will support the annual UWGL Campaign effort by running an internal campaign with staff and use good faith efforts to participate in associated campaign events and activities and participate in UWGL fundraising efforts throughout the year. Agency will provide speakers for UWGL related events, including but not limited to, campaign kick offs, day of caring, club meetings.
- ii. Agency will not hold any competing fundraising events or campaigns without the United Way's permission from September to November of each funding year. (This excludes membership drives.)

- iii. Agency shall maintain open channels of communication with the United Way office, departments, and committees.
- iv. Agency shall make a good faith effort to attend UWGL Director meetings and cooperate with United Way partner agencies in planning efforts, communication, and marketing.
- v. Agency will update their resource information with United Way 2-1-1 website on an annual basis and as any services are changed or added.
- vi. Agency shall display the UWGL on all funded program marketing materials. Display "Community Partner" in a high traffic public area.

D. Programming

- i. Agency will implement the program as defined in the funding application.
- ii. Agency shall provide the United Way with an amended plan of service for consideration if Agency would like to amend the programming defined by the funding application in anyway. Changes are to be made ONLY with the approval of the United Way.
- iii. Agency shall inform the United Way within 10 days of any programming changes that disrupt or prohibit programming.
- iv. Program outcomes and measurements shall be reported in the way prescribed by United Way.
- v. Agency shall maintain and provide the United Way with access to raw program data that supports the UWGL Impact Area Priorities.

II. United Way Agreement

- A. United Way shall distribute funds in the amount stated in the Award Letter for the specific grant in use. Funding is contingent on the availability of funds. Should funding no longer be available United Way may reduce the award or terminate the contract. These changes will occur on the date that funding is no longer available or as specified by the United Way.
- B. United Way shall provide the Agency with an opportunity to request funding annually. The Agency must show a demonstrated need for funds. The Community Review Panels and Community Impact Cabinet will consider each request.
- C. Awards will be distributed according to the guidelines for the specific grant in use.
- D. UWGL does not assume any responsibility for operating deficits with the Agency or program. The UWGL recommends agencies have a written Operating Reserve policy.
- E. The United Way reserves the right to reduce, modify or terminate funding if the program is not meeting reporting, budget, or program requirements.

III. Term

- A. This agreement shall be effective on the _____ and shall terminate on the _____. This Agreement may be terminated: (i) by the mutual written agreement between both parties; (ii) Agency may

terminate this Agreement for convenience upon ten (10) days advance written notice from Agency to UWGL; and (iii) UWGL may terminate this Agreement, effective upon delivery of written notice from UWGL to Agency, in accordance with the Default provisions in Section IV below or in the event of insolvency, bankruptcy, or receivership of the Agency. Upon Termination, Agency shall not be entitled to any further funding or payment and may be required to refund any payments not yet used. This section is not a limitation on any other rights or remedies available to UWGL in law or equity, including but not limited to demand for full repayment of funds and such rights and remedies shall survive termination of this Agreement.

IV. Default

- A. If Agency violates any term of this Agreement, as determined by the United Way in its reasonable discretion, United Way shall notify the Agency Executive Director and Board President in writing of the breach. Agency shall, within fifteen (15) days of the date of said notice do one of the following:
 - 1. Correct the breach and in compliance with the terms of this Agreement,
 - 2. Develop and submit a corrective action plan with a timeline to cure the breach,
or
 - 3. Dispute the breach.
- B. The United Way will review the corrective action or dispute as specified under (1) and (2) above and determine, in its reasonable discretion, if the corrective action is sufficient to cure the default or uphold the refutation. In the event the United Way determines the corrective action or the corrective action plan is not sufficient, or denies the Agency's disputes to the breach, the United Way shall provide notice to Agency of its decision and may terminate this Agreement pursuant to Section III. United Way and Agency may formulate an agreement if further monitoring of the plan of correction is needed.

V. Miscellaneous provisions:

- A. This agreement may be amended at any time by a written amendment signed by both parties.
- B. It is not the intention of the Parties to create, nor shall this instrument be constructed as creating, a partnership or association that might render the Parties liable as partners and the rights and liabilities hereunder are several and not joint or collective. The Parties acknowledge that Agency is not an employee or agency of United Way. Agency shall not have the right or authority to negotiate, conclude or execute any contract or legal document with any third person in the name of United Way; to assume, create, or incur any liability of any kind, express or implied, against or in the name of United Way; or to otherwise act as the representative of the United Way.

Signing below signifies acceptance of this funding agreement and the terms of service:

Accepted for United Way of Greater Lima:

Erin W. Hardesty, President and CEO, United Way of Greater Lima

Date

Rick Sanchez, Chair, United Way of Greater Lima Bd. of Directors

Date

Accepted for Partner Agency:

Agency: _____

Printed Name - Executive Director/CEO

Executive Director/Executive Director/CEO

Date

Printed Name - Chair/President of Board of Directors

Chair/President of Board of Directors

Date

10-17-23