

United Way of Alamance County

COMMUNITY INVESTMENT GRANT AGREEMENT

Funding Period January 1, 2023-December 31, 2023

This is an agreement between **UNITED WAY OF ALAMANCE COUNTY** (“UWAC”) and **NAMED AGENCY** (“Agency”), the purpose of which is to establish and define the formal relationship between UWAC and the Agency, to recognize the mutual commitments being made by each party to the other, and together to meet the common goal of service to those living in Alamance County. Funding allocated to The Agency is subject to the dollars raised and collected by the annual campaign.

The parties hereto agree as follows:

I. United Way of Alamance County agrees:

- A. To maintain current federal tax exemption, Section 501(c)(3) IRS Status, and registration with the NC Secretary of State.
- B. To maintain a representative, volunteer governing board, which meets regularly throughout the year to establish policy and program direction and to exercise responsibility for the organization's administration and financial management.
- C. To promote the needs of the community, to provide a year-round public presence in the community, to promote volunteerism, and to conduct an annual campaign to provide funds for local community health and human services.
- D. To promote the identity and services of the Agency.
- E. To support the Agency with management assistance related to non-profit performance.
- F. To distribute community funds through an annual allocations process.
- G. To account for and include in the allocation any donor designations (funds that are designated by the donor to a specific agency) to the agencies.
- H. To consult with the Agency when problems or misunderstandings arise in order to reach resolutions outside the public arena.

II. The Agency agrees:

- A. In *matters* of Governance and Operations:

1. To comply with all applicable laws and maintain financial records, federal tax exemption, Section 501(c)(3) IRS status, and registration with the NC Secretary of State.
2. To maintain a representative, volunteer governing board, which meets regularly throughout the year to establish policy and program direction and to exercise responsibility for the agency's administration and financial management.
3. To advise UWAC of any change of CEO/Executive Director or other key personnel, physical location, mergers or other significant matters at least 30 days prior to the event. Where such advance notice is not possible, the Agency shall advise UWAC as soon as practicable. UWAC reserves the right to inspect your financials at any time.
4. To comply with UWAC's Non-Discrimination Policy which states that the Agency will:

Embrace inclusiveness, diversity and equal opportunity as core values. We understand that the community is stronger when all people are respected and their needs are met to build a healthier community. However, no program will be able to or is intended to serve all populations and may therefore delineate a target population for its services by some defining characteristics. This nondiscrimination policy does not prohibit any agency from operating specific programs based on age, gender, health, disability, or other characteristics designed to meet the specific needs of targeted populations. A program must be open to all people who fall within those targeted populations without discrimination. By accepting funds from the Community Fund, you agree to abide by this policy.

B. In matters of United Way Partnership:

1. To follow all reporting requirements. Mid-year and year-end reports are to be submitted in a timely fashion without additional reminders. In cases of non-compliance, the monthly funding may be withheld by UWAC until the Community Partner is in compliance. Community Partner agrees to provide financial statements as needed or requested.
2. To utilize all opportunities to inform the public of the mutual values of the

UWAC/Agency relationship, such as ensuring that UWAC's approved logo is displayed on printed materials pertaining to the funded program, making it evident that the program is partially funded by UWAC.

3. To consult with UWAC when problems or misunderstandings arise in order to reach solutions outside of the public arena.
4. To keep UWAC informed of all of Agency policies regarding eligibility for client services and any changes thereof.
5. To welcome scheduled visitations by UWAC representatives.
6. To participate with UWAC in new or existing Community Impact initiatives whenever possible and to submit volunteer projects to UWAC for publication on our website.
7. To cooperate with other community organizations in planning efforts to improve the effectiveness of the area's community service programs.
8. If evidence suggests an impropriety, the Agency shall provide UWAC with access to general, non-confidential, corporate records, statistics and accounts.

III. General Provisions:

- A. The term of this Agreement shall be one (1) year, commencing on January 1, 2023 and expiring on December 31, 2023.
- B. If UWAC perceives that there is an apparent violation of this Agreement, UWAC will give notice to the Agency, and the Agency will have ten (10) days within which to respond. A violation of this agreement may lead to sanctions, including termination of this Agreement.
- C. Some of the terms of this Agreement are the subject of further details which are set forth in related policies. Such policies are incorporated herein by reference as though set forth at length.
- D. The Agency will indemnify and hold harmless UWAC, its officers, directors, employees, and representatives from any and all claims, losses, liabilities, damages, expenses, causes of action and costs (including attorneys' fees and court costs) incurred by or brought against UWAC, caused by any breach by the Agency of its obligations under this Agreement or as a result of any other act or omission of the Agency, its officers, directors, employees, subcontractors, and representatives.

- E. The Agency will certify that all funds and donations will be used in compliance with all applicable anti-terrorist financing and asset control laws, statues and executive orders and the Agency is in compliance with the USA PATRIOT Act and other counterterrorism laws.