LIVE UNITED



December 2024

United Way (GUW) agrees to partner with City to support the Steering Committee on Concord's Plan to End Homelessness (the Committee) to provide fiscal sponsorship services for purposes of supporting initiatives of the Committee and the hiring a full time project manager to work in a joint cooperative effort in combatting the sources and impacts of homelessness within the City of Concord.

I. <u>Fundraising Efforts</u>

Granite United Way Agrees to:

- Serve as the Committee's Fiscal Sponsor from the inception of this agreement which will be reviewed annually by both parties.
- Provide GUW's tax ID number for Committee members and interested members of the public to raise contributions (#02-6006033).
- Accept contributions, thank donors, and provide necessary tax receipts to all donors.

Contributions- Checks should be made out to

Granite United Way 22 Concord St. 4th Floor Manchester, NH 03101

"Steering Committee to End Homelessness" in the memo field

- Maintain contributions separately, "restricted" for use by the City to support the efforts of the Committee. Commencing six months from the execution of this agreement, GUW is authorized to retain 5% or a minimum of \$5,000 from such restricted donations for its administrative costs.
- Manage account receivables, account payables and monthly financial reporting for contributions designated to support the work of the Committee.
- Once the acceptance of funds from GUW are approved by City Council, turn around payment requests within two weeks.
- Provide marketing support to the Committee activities upon request with advanced notice

The City Agrees to:

- Notify the individual members of the Committee to provide GUW an annual list of foundations, corporations, trusts that Committee members may intend to solicit that calendar year.
- Instruct the individual members of the Steering Committee that, when soliciting funds, Committee members should collaborate with GUW staff to inform the donor that fundraising for the Committee's efforts is an autonomous effort outside of GUW's normal activities.
- Collaborate with GUW to co-solicit donations when appropriate.
- Schedule a meeting with the Chair of the Committee or other designed person(s) at minimum quarterly with assigned GUW staff and leadership to report on progress and coordinate community partnership work, or to otherwise invite GUW to a Committee meeting for such purposes.

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Granite United Way

- List and recognize GUW as a Committee partner where appropriate.
- Once acceptance of funds are approved by City Council to support initiatives of the Committee, make a request for payments to Cindy Read, GUW CFO at <u>cindy.ready@graniteuw.org</u> in a timely manner.
- II. Program Manager Hiring

Granite United Way and the City Agree that:

- Once a minimum of 75% of employee and project related expenses (including benefits, payroll taxes, equipment costs) is secured through donations to GUW, GUW shall commence in the hiring of a program manager who shall be assigned to the Committee and attend the Committee's regular public meetings, identify initiatives and goals, work with community stakeholders to help implement such projects, and provide verbal and written updates and reports as needed to the Committee regarding the work of the position.
- GUW shall be responsible for hiring, and providing a workspace and necessary equipment, paying payroll and benefits, and providing a W-2 for the program manager assigned to the Committee.
- Throughout the term of this Agreement, the program manager shall remain an employee of GUW and shall be covered by GUW's worker's compensation insurance coverage in a form and an amount sufficient to satisfy the requirements of RSA 281-A or any other applicable law.
- The program manager shall not represent his or herself as an employee or agent of the City of Concord.
- In the event that GUW does not have sufficient cash on hand from "restricted donations" to cover payroll, benefits and payroll taxes of the project manager, GUW in consultation with the City may terminate the employment and/or find an alternative assignment for its employee. Other than the assistance of Committee members in procuring donations, the City shall not incur financial responsibility for the work conducted on behalf of the employee.
- GUW agrees to maintain and continue comprehensive general liability insurance, or similar coverage, on and for its employee in a form and amount equal to that for other members of its organization. GUW agrees to be responsible for the negligent or wrongful acts or omissions of its employee in accordance with applicable law.
- GUW shall defend, indemnify and hold harmless the City and Committee for any costs, expenses and liabilities arising out of a claim, charge or determination that GUW's employees or agents are employees of the City, including but not limited to claims or charges for benefits, wages, fees, penalties, withholdings, damages or taxes brought in connection with laws governing workers compensation, unemployment compensation, social security, Medicare, state or federal taxation, and/or any other similar obligation associated with an employment relationship.
- III. Termination:

Both parties reserve the right to terminate this agreement with 60 days' advance notice.

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City Council approval for the City Manager to enter into this agreement was granted on	
, 2025.	

City Manager Signature:	Date:	
Printed Name & Title:		
Granite United Way Representative Signature:	Date:	
Printed Name & Title:		