

## **MUNICIPAL ORDER 39-2023**

### **A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF AGREEMENT WITH THE UNITED WAY OF THE OHIO VALLEY PROVIDING FOR INVESTMENT AND EQUITABLE DISTRIBUTION OF FUNDING RECEIVED FROM THE CITY OF OWENSBORO TO VARIOUS HEALTH AND HUMAN SERVICE AGENCIES IN THE CITY AND SURROUNDING COMMUNITIES.**

**WHEREAS**, the City of Owensboro recognizes the need for social service agencies, which positively serve the public health and welfare of the City by assisting individuals, families, schools, and the community during times of need; and

**WHEREAS**, the City has for many years funded and offered social service agency assistance to its citizens and community through United Way of the Ohio Valley and desires to continue that assistance by entering into a five (5) year agreement with United Way; and

**WHEREAS**, United Way has served and improved the quality of life for the citizens of this city for over seventy (70) years and will continue that service through the wise investment and equitable distribution of the funding received from various sources to health and human service agencies in the City and surrounding communities; and

**WHEREAS**, the City and United Way have engaged in discussions for the provision of said funding as established in a Memorandum of Agreement, which is attached hereto and identified as Exhibit A.

**NOW, THEREFORE, BE IT ORDERED BY THE CITY OF OWENSBORO, KENTUCKY, AS FOLLOWS:**

**Section 1.** That the Mayor of the City of Owensboro, Kentucky, be, and he hereby is, authorized and directed to execute a Memorandum of Agreement, by and between the

City of Owensboro, Kentucky and the United Way of the Ohio Valley, for purposes of investment and equitable distribution of various funding received from the City of Owensboro to certain health and human service agencies in the City and surrounding communities.

**Section 2.** That the Mayor, City Manager, and other city staff be, and they hereby are authorized to execute any and all other agreements, instruments or documents necessary and appropriate to effectuate and implement this Memorandum of Agreement and/or documents related thereto.

**INTRODUCED, PUBLICLY READ AND FINALLY APPROVED ON ONE READING,** this the 17th day of October, 2023.

\_\_\_\_\_  
Thomas H. Watson, Mayor

ATTEST:

\_\_\_\_\_  
Beth Davis, City Clerk

## MEMORANDUM OF AGREEMENT

**THIS MEMORANDUM OF AGREEMENT** ("Agreement") is made by and between the City of Owensboro ("City"), P.O. Box 10003, 101 E. Fourth Street, Owensboro, KY 42302-9003, and the United Way of the Ohio Valley ("United Way"), 403 Park Plaza Drive, P.O. Box 705, Owensboro, KY 42302. City and United Way are each a "Party" and collectively the "Parties".

**WHEREAS**, the City of Owensboro recognizes the need for social service agencies, which positively serve the public health and welfare of the City by assisting individuals, families, schools and the community during times of need; and

**WHEREAS**, the City has for many years funded and offered social service agency assistance to its citizens and community through United Way of the Ohio Valley and desires to continue that assistance by entering into a new five (5) year agreement with United Way; and

**WHEREAS**, United Way has served and improved the quality of life for the citizens of this City for over seventy (70) years and will continue that service through the wise investment and equitable distribution of the funding received from City to various health and human service agencies in the City and surrounding communities.

**NOW, THEREFORE**, it is hereby and herewith mutually agreed by and between the Parties as follows:

**Section 1. Purpose.** The purpose and intent of this Agreement is to fund the United Way, which will offer social services to our community.

**Section 2. Effective Date/Duration.** This Agreement shall be effective beginning July 1, 2023 and shall end on June 30, 2028 unless extended by the City as provided in Section 5 of this agreement.

**Section 3. Funding.** The City shall, over a five (5) year term commencing July 1, 2023 and ending June 30, 2028, appropriate, set aside and transfer to United Way, certain funds budgeted for social service agencies, to be allocated by United Way in accordance with their standard funding. A portion of those funds, not to exceed 8.5%, may be retained by United Way to offset administrative costs associated with the services to be provided herein on behalf of the City. The funds budgeted under this Agreement shall be transferred to United Way semi-annually (typically July and January). The City may adjust the amount appropriated to United Way annually for inflation.

**Section 4. Allocation and Distribution.** In consideration of the financial commitments made by the City, United Way shall allocate and distribute those funds as it deems necessary and appropriate, taking into consideration the:

- (1) Community needs;
- (2) Agency's financial needs; and
- (3) Agency's management strength.

In the event that the United Way Board of Directors agree to accept new community agencies during the term of this Agreement, it shall take into consideration other community agencies currently funded by the City, if mutually beneficial to both the agency and United Way.

**Section 5. Termination and Extension.** This Agreement shall remain in full force and effect for five (5) years from July 1, 2023 to June 30, 2028. Either Party may terminate this Agreement by giving written notice thereof to the other Party, on or before December 31st prior to the July 1st commencement of the next budget year. The City may extend their funding of the United Way Program upon the request of United Way and the consent and approval of the Board of Commissioners of the City.

**Section 6. Assignment.** No Party may assign its rights or interest in this Agreement without the written consent of the other Party.

**Section 7. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

**Section 8. Severability.** If any provision of this Agreement is found unconstitutional or in conflict with any applicable statute or rule of law, or is otherwise held unenforceable, the invalidity of any such provision shall not affect any or all of the remaining provisions of this Agreement.

**Section 9. Default by a Party.** If either Party defaults on any of its obligations under the Agreement, and should such default continue for more than thirty (30) days after written notice is given to the Party in default, until such default is cured, the non-defaulting Parties may pursue any and all legal and/or equitable remedies available to them under applicable law on account of such default.

**THEREFORE**, the Parties entered this Agreement executed by their respective duly authorized representatives this the \_\_\_\_\_ day \_\_\_\_\_, 2023.

CITY OF OWENSBORO

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Thomas H. Watson, Mayor

Attest:

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Beth Davis, City Clerk

UNITED WAY OF THE OHIO VALLEY

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Paula Yevincy, President & CEO