

**RECORD OF AGREEMENT**  
**Between**  
**City of Texas City – Senior Program**  
**(Agency)**

**And**

**Mainland Communities United Way**  
**Referred to hereafter as MCUW**

**Funding Year 2009**

This agreement is entered into in the mutual beliefs of the above-named parties who recognize that (a) the participation of citizens in community-wide planning, fund distribution, communications, and fund-raising for local human service agencies is essential; (b) a combined fund-raising approach is the most effective way to provide for the financial needs of agencies; and (c) consideration of the total needs of the community in the establishment, continued maintenance, and improvement of effective and necessary human services forms the basis for this working relationship.

**IN FURTHERANCE OF THESE MUTUAL BELIEFS,**

**A. BOTH UNITED WAY AND THE AGENCY AGREE** (having been determined the Agency is incorporated, not-for-profit, under the laws of Texas, and having a 501(c) 3 purpose:

1. To maintain an active, rotating volunteer structure that assumes and fulfills the responsibility of managing its affairs within the scope and spirit respective bylaws and this agreement.
2. To provide needed services on a non-discriminatory basis,
3. To strive to increase the public's understanding of and participation in human service programs.
4. To consult and work together on matters of common interest in an effort to achieve the best interest of the community as a whole.

**B. THE AGENCY AGREES**

1. Apply all funds received from MCUW in accordance with the funding proposal application and achieve the outcome indicator targets as stated in the funding proposal.
2. Provide those services funded by MCUW to persons in need regardless of ability to pay, or race, religion, color, gender, nationality, sexual orientation, disability, age, or any other characteristics protected by law. We recognize that agencies may identify special needs in the community and target services to a specific

3. Recognize MCUW's financial support in all promotional efforts and materials regarding the funded program.
4. To support and assist in the United Way annual fund-raising campaign in all appropriate ways including not holding fund raising events or solicitation of workplace campaigns during the MCUW campaign period (September – November).
5. To submit in writing the Agency's annual budget requirements on forms supplied by MCUW.
6. To submit for prior approval and discussion by the United Way proposals for independent fund raising efforts both capital and supplemental operating funds.
7. To submit annually audited financial statements with management letters.
- 8. To submit quarterly financial and beneficiary reports to the United Way on forms supplied by the United Way in a timely manner following the end of each calendar quarter.**
9. To present to the Fund Distribution Committee for approval any significant modifications in programs, service delivery objectives, or budget which were reviewed by the Fund Distribution Committee during the funding request process.
10. To maintain responsible management with a qualified board of unpaid directors which shall meet at least four times a year.
11. The agency will periodically review and if necessary realign programs in preparation for any anticipated decreases in governmental support. In consideration of the above, the agency will continue its efforts to develop other financial support of its programs.

**C. MAINLAND COMMUNITIES UNITED WAY AGREES:**

1. To strive continually to conduct its fundraising, planning, fund distribution, communications, and management responsibilities in accordance with the Standards of Excellence for Local United Way Organizations.
2. To respect the Agency's prerogative of determining its own policies and programs within the community.
3. To use its best efforts to achieve the campaign objectives.
4. To act as responsible steward of funds publicly contributed to the United Way.
5. To submit all its financial records annually to an audit by an independent certified public accountant.

MCUW will provide **\$33,590.00** to **City of TC – Senior Program** for program operations during the program year to be paid to the Agency according to the following schedule:

Equal monthly installments, January 1, 2009 through December 31, 2009. Payments will be made on the 15<sup>th</sup> of each month.

This agreement will be in effect during the fiscal year 2009. United Way funding is not an entitlement. It is subject to annual review and, in any event, should not be construed to extend beyond this contract. United Way reserves the right to discontinue funding by specific action of its Board of Directors.

The Board of Directors of Mainland Communities United Way recognizes that unless specified in this document, its funds are unrestricted in nature unless noted otherwise. However, the budget submitted by **City of TC – Senior Program** to the Allocation Committee of Mainland Communities United Way detailed a specific use for the funds requested. It is the expectation of the Board of MCUW that the funds received this funding year will be used by **City of TC – Senior Program** for the purpose of **SERVICE OR EXPENSES AS SPECIFIED BY AGENCY IN THE FUNDING REQUEST.**

The Board of Directors also understands that receipt of this allocation is contingent upon the United Way achieving its campaign goal. Should this goal not be achieved, the allocation amount will be reconsidered along with all other agencies' allocations.

MCUW reserves, in its sole discretion, the right to withhold, adjust or cancel payments based upon the MCUW's Board of Director's determination of the Agency's willful failure to comply with the terms of this agreement.

*Elizabeth White*

MCUW Executive Director/CPO

\_\_\_\_\_  
January 15, 2009

Approved by the Board of Directors of **City of TC – Senior Program** on this \_\_\_\_ day of \_\_\_\_\_ 2009.

\_\_\_\_\_  
Chairman/President of the Board of Directors

\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date

**To be signed and returned to MCUW by February 15, 2009.**