

STATE OF ALABAMA  
COUNTY OF MADISON

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## AGREEMENT

**THIS AGREEMENT IS MADE** between the **UNITED WAY OF MADISON COUNTY** (hereinafter “**UWMC**”) and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter the “**City**”).

### WITNESSETH:

**WHEREAS**, it is the objective of the parties to cooperatively work toward the betterment of the community at large; and

**WHEREAS**, UWMC will provide essential services to the City of Madison that serve a public purpose and which further the stated objectives of the parties.

**NOW, THEREFORE**, for and in consideration of the premises and mutual covenants and conditions hereinafter set out, the parties do hereby agree as follows:

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2023.
2. During said term, it is hereby agreed that UWMC shall provide essential services to the City in accordance with Exhibit A attached hereto and incorporated by reference as if fully set out herein, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to UWMC the sum of five thousand dollars and no cents (\$5,000.00) for fiscal year 2023, which began October 1, 2022, and ends September 30, 2023, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. UWMC pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, UWMC agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by UWMC.

5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by UWMC regardless of the purpose for which the debt or obligation was incurred. Additionally, the City shall not be deemed or construed to be a partner, joint venture, or agent of UWMC, nor shall UWMC at any time use the name or credit of the City in purchasing or attempting to purchase any vehicle, equipment, supplies, or other things whatsoever.
6. It is mutually understood and agreed and it is the stated intent of the parties that an independent contractor relationship be and hereby is established under the terms and conditions of this Agreement, UWMC being an independent contractor of the City and in no way deemed to be an agent of the City. It is further mutually understood and agreed that officers, employees, and any other agents of the City are not nor shall they be deemed to be officers, employees, or agents of UWMC and that officers, employees, and any other agents of UWMC are not nor shall they be deemed to be officers, employees, or agents of the City.
7. UWMC is wholly responsible for the execution of the duties conferred herein and shall not transfer or assign this Agreement or any of the rights or privileges granted therein.
8. UWMC hereby agrees to comply strictly with all ordinances of the City and laws of the State of Alabama and the United States while performing under terms of this Agreement.
9. Both parties agree that upon violation of any of the covenants or agreements herein contained on account of any act of omission or commission by either party, the City or UWMC may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.
10. UWMC agrees that it will comply with the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, and all other federal laws and regulations assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin, or disability.
11. If at any time during the City of Madison's above-referenced fiscal year its revenues decrease below that amount projected by the City to sustain the operating budget of the City, this Agreement may be declared null and void and no liability shall accrue to any party hereto.

**IN WITNESS WHEREOF**, the undersigned have set their hands and seals on each day and year evidenced below.

**UNITED WAY OF MADISON COUNTY**

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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I, the undersigned Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of the United Way of Madison County is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, in his/her duly appointed capacity and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

**CITY OF MADISON, ALABAMA**

**ATTEST:**

**By:** \_\_\_\_\_  
**Paul Finley, Mayor**

\_\_\_\_\_  
**Lisa Thomas, City Clerk**

**Date:** \_\_\_\_\_

**STATE OF ALABAMA**

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**COUNTY OF MADISON**

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Paul Finley and Lisa Thomas, whose names as Mayor and City Clerk, respectively, of the City of Madison, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

## **EXHIBIT A**

United Way of Madison County (UWMC) is pleased to partner with the City of Madison and intends to use the FY23 funding by providing:

United Way's 211 service, delivered in partnership with Crisis Services of North Alabama. When individuals need to find help for something beyond their capacity to deal with on their own, 211 is readily available 24/7, 365 days a year. Experienced call specialists answer phone calls, respond to texts, and conduct online chats through our state-wide database portal with the purpose of connecting those in need with those who can help (<https://211connectsalabama.org>). In those brief conversations, they are able to listen to the needs of the resident calling, access the most extensive database of health and human services in Madison County and provide key referrals to the agency who can actually provide services the individual needs. Statistics tell us that individuals looking for help alone can contact 6-7 organizations before finding the one who actually can provide the help they need. In these days when more individuals are experiencing high stress and financial strains, this lifeline assists not only with the need at hand but improves the mental health and ability to cope for thousands each year. Getting help before the situation becomes more costly, emotionally and financially, is a critical efficiency and savings for the individual, our local resources including local governments, and all of us.

We saw more than 2,000 inquiries annually coming into our 211 call center in 2021-22 from the City of Madison and thousands more from our surrounding and connected communities. We will share promotional information with the city and coordinating to place flyers, brochures, posters, etc. informing the community about 211 throughout this funding year.

We will be tracking data via zip code to continue to monitor the needs of our community and help those calling in. United Way also takes seriously the updating of the database to assure accuracy and our 2023 National 211 Day efforts will center around that as our communities grow.