

Agreement between Pride Community Center, Inc. and the Aggie Allies

This agreement (hereby known as “the agreement” or “this agreement”) stipulates and documents the conditions by which Pride Community Center, Inc. (hereby known as “PCC”) will act as the fiscal sponsor of Aggie Allies for the period beginning on the date this agreement is signed until it is terminated.

Article 1: PCC agrees to the following:

Section 1. To serve as a fiscal sponsor of Aggie Allies and to accept the responsibilities of that standing, as stipulated by laws of the State of Texas. This includes provision of separate line items in PCC’s budget and expense processes, invoicing services, and payment of expenses through PCC’s bookkeeping systems, all in accordance with PCC’s existing finance policy and bylaws

Section 2. To provide Aggie Allies with a quarterly financial report and other information requested by Aggie Allies that may be required for managing their accounts or securing grants or other financing. Financial reports will be given within 30 days of the request.

Section 3: To inform Aggie Allies of any activities, or fiscal or legal changes that will have a tangible impact on its programming. This communication will happen as soon as possible to allow Aggie Allies time to review and react to these changes. Additionally, to provide updates on any important by-law changes within 30 days.

Section 4: To credit Aggie Allies when highlighting any of its projects in reports, interviews, press releases or advertisements.

Section 5: To provide details for attending PCC’s board meetings upon request.

Section 6: To create a Special Committee in accordance with PCC’s bylaws, to at a minimum consist of the below signatories for the duration of this agreement. This committee will provide official points of contact and oversight of this agreement and will engage with the Aggie Allies Steering Committee to coordinate collaborations.

Section 7: To provide administrative support to include an email address hosted by PCC, and the ability to submit requests for marketing content on PCC’s website, mailing lists, and social media as approved by the Special Committee formed by Section 6 above.

Section 8: To recognize Aggie Allies maintains their identity as an otherwise independent organization, and that this agreement is intended to last until Aggie Allies has the capacity to function as a standalone organization. Aggie Allies and their events are not a ‘program’ or ‘production’ of PCC.

Article 2: Aggie Allies agrees to the following:

Section 1: Aggie Allies agrees to comply with PCC’s by-laws

Section 2: Protection of Tax-Exempt Status:

To comply with the requirements of PCC’s IRC Sec. 501(c)(3) status including not endorsing political candidates. IRC Sec. 501(c)(3) requirements can be found at: <http://www.irs.gov/publications/p557/ch03.html>

Aggie Allies agrees not to use funds in any way that would jeopardize the tax-exempt status of PCC. Specifically, the Aggie Allies must be involved in non-profit activities, and cannot participate in, or intervene in, any political campaign on behalf of any candidate for public office. Funds may also not be used in any attempt to influence legislation. Aggie Allies agrees to immediately comply with any written request by PCC that it cease activities which, in PCC’s sole opinion, might jeopardize PCC’s tax status, any changes in the purpose for which contributions are used must be approved in writing by PCC before implementation. PCC retains the right, if Aggie Allies breaches this agreement, or if Aggie Allies jeopardizes PCC’s legal or tax status, to immediately return funds to Aggie Allies or the donor.

Section 3: To contribute a 5% “Fiscal Sponsor fee” of all Aggie Allies income (excluding in-kind donations) to PCC’s general fund while this contract is in effect.

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Section 4: Aggie Allies will submit an annual income and expense report in PCC's budget template for the calendar year to PCC's Executive Director by December 15 each year.

Section 5: Aggie Allies will submit all invoices to PCC for payment or reimbursement requests within 30 days of the date the expense was incurred. Aggie Allies will submit documentation/invoice/receipt for all expenses and submit to PCC with a completed reimbursement request form. This form will be signed by a member of the Aggie Allies Steering Committee who is on the Special Committee formed in Article 1

Section 6 above. Reimbursement will be issued within 30 days of the reimbursement request form being submitted.
Section 6: Aggie Allies will submit all money received to PCC for deposit within 30 days of the date the money was received.

6.A: If money received comes in the form of cash, the money must be counted and must be given in a sealed envelope. On the envelope should be written: Aggie Allies, date, where the funds come from and the total amount of funds.

6.B: If money received comes in the form of a check, Aggie Allies will make sure the check is made out to "Pride Community Center, Inc.," and have "Aggie Allies" written in the memo line. Checks can be directly handed to the Treasurer, The Executive Director, or the Board President. If none of these people are available, the check can be put in a sealed envelope and mailed to the PCC mailing address.

6.C: If money received comes in the form of a credit card contribution Aggie Allies will work with the Treasurer to arrange running the credit card payment.

Section 7: Aggie Allies will track "In-Kind Donations" made to Aggie Allies, and submit this in writing to PCC within 30 days of the donation being made, listing any in-kind donations as defined by IRC Sec. 501(c)(3) status, their value), and the name or DBA business name and mailing address (email address acceptable as an alternate address) of the individual or entity making the in-kind contribution, for tax purposes.

7.A. PCC will work with Aggie Allies to ensure that donation acknowledgment letters are sent to the individual or entity that made a donation or an in-kind contribution for that individual/entity's tax purposes.

Section 8: In December of each year this agreement is active, Aggie Allies will submit to PCC's Executive Director, a one-page written report describing all significant activities undertaken by the Project in the calendar year.

8.A. Representatives from the Aggie Allies steering committee will provide an activity report to PCC's Board of Directors if requested.

Section 9: Aggie Allies will note in all of its advertising (website, event fliers, etc) that "Aggie Allies is fiscally sponsored by Pride Community Center, Inc."

Section 10: Aggie Allies will not operate with a deficit, and PCC will not provide any advance of funding to Aggie Allies in anticipation of income expected to arrive shortly after an expense is to be paid—no expenses exceeding "cash on hand" will be paid for Aggie Allies by PCC.

Section 11: Aggie Allies will be responsible for securing event insurance for any events of 100 people or more, and for events that are otherwise required to have insurance (such as per a venue rental agreement).

Section 12: Aggie Allies will get all major publication materials approved by PCC's Special Committee before distribution (ex: sponsorship packet, donor acknowledgment letter).

Section 13: Aggie Allies will submit the names of Aggie Allies Steering Committee members and the key point person to PCC's Executive Director no later than 30 days after the signing of this agreement. The Steering Committee will function as the decision-making body for Aggie Allies. If changes are made to the Steering Committee, the Executive Director must be informed in writing.

Article 3: Termination

Section 1: The termination of this agreement can be made by a majority vote of PCC's Board of Directors, or by a majority vote of members of the Aggie Allies Steering Committee, with no less than thirty days' notice to the other party before termination. Accounts and monies outstanding at the time of termination are still subject to the requirements of this agreement.

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and the Aggie Allies**

Section 2: In the event that PCC is unable to, or does not comply with the terms of this agreement, this will be viewed as a termination of the agreement, and PCC will forward the balance of any monies received from Aggie Allies as a result of this agreement, to Aggie Allies or their new fiscal sponsor within a reasonable period of time not to exceed ninety days. In the event that 90 days is insufficient to close Aggie Allies' accounting, an interim agreement may be negotiated between Aggie Allies and PCC.

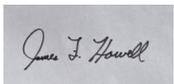
Section 3: In the event that Aggie Allies is unable to, or does not, comply with the terms of this agreement, this will be viewed as a termination of the agreement and Aggie Allies will notify all Grantors (legal entities that have given restricted funds under contract to Aggie Allies), or obligated business/governmental entities (DBA businesses with whom Aggie Allies has received or scheduled services or goods for which monies are owed) within a reasonable period of time not to exceed thirty days of such dissolution. With approval from grantors, PCC will forward the balance of monies designated for Aggie Allies to Aggie Allies or their new fiscal sponsor within ninety days from the date of the dissolution. Aggie Allies' new fiscal sponsor must be an IRC Sec. 501(c)(3) organization. In the event that ninety days is insufficient to close Aggie Allies' accounting, an interim agreement may be negotiated between Aggie Allies and PCC. Otherwise, monies will be returned to grantors/donors.

Section 4: After termination, all references to the other party and/or this agreement will be removed from branding and marketing materials produced by PCC and by Aggie Allies. Any email address(es) or other digital content hosted under this agreement will be terminated as well.

Article 4: Additional Agreement

Section 1: If any of the paragraphs in this agreement are found to be unenforceable it shall have no force and effect on the rest of the agreement.

The undersigned are the responsible representatives of the aforementioned parties and enter into this contract with the full endorsement of our Corporations, if applicable, and an understanding of the stipulations of this agreement. Our Corporations, if applicable, hereby accept the terms of this agreement.



Representative, Aggie Allies

1/20/2025

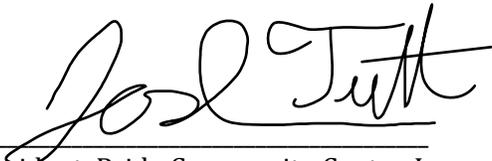
Date



Executive Director, Pride Community Center, Inc

1/20/2025

Date



President, Pride Community Center, Inc

1/28/2025

Date



Board Liaison, Pride Community Center, Inc

1/20/2025

Date