

## **Fiscal Agent Agreement**

This Agreement is made this 1st day of June 2005 between United Way of Volusia-Flagler Counties Inc. the "Fiscal Agent" and Volusia Interfaith Agencies Networking in Disaster Inc. (the "Sponsored Organization").

### **Purpose of Agreement**

The Fiscal Agent proposes that the Sponsored Organization assume all responsibilities for the implementation of the grant (attached) awarded by The United Way of America (the "Funding Organization") to the Fiscal Agent. This grant was awarded to the Fiscal Agent for the purpose of long-term recovery support in Volusia, Flagler, and Putnam Counties in Florida, following the hurricanes of 2004.

The Fiscal Agent wishes to make arrangements with the Sponsored Organization for the implementation and operation of the grant:

1. The Sponsored Organization agrees to implement and operate the project in accordance with the terms of the grant, and with any requirements imposed by the Funding Organization.
2. No material changes in the purposes or activities of the project shall be made without prior written permission of the Fiscal Agent and in accordance with any requirements imposed by the Funding Organization.
3. The Sponsored Organization shall not, and shall not permit the project to attempt to influence legislation or participate or intervene in any political campaign on behalf (or in opposition to) any candidate for public office or otherwise engage in the carrying on of propaganda.
4. The Sponsored Organization shall not, and shall not permit the project to engage in religious instruction, conducting worship services, or engage in any form of religious proselytization.
5. The Sponsored Organization will provide all information and prepare all reports, including interim and final reports, required by the Funding Organization, with the Fiscal Agent's assistance and final approval.

6. The Sponsored Organization designates Kourtnie James to act as the “Authorized Agent”. The Authorized Agent shall act as principal coordinator of the project's daily business. The position is considered a contract employment position. The Fiscal Agent will pay the salary of the Authorized Agent, with the Authorized Agent responsible for any and all payroll taxes. The contract amount will be established at a rate of \$45,000 for an 18 month period and is valid only for the life of the grant. No benefits will be earned or accrued during the contract period, nor will any reimbursements be made for any other business or personal expenses.
7. The Sponsored Organization is responsible for all deliverables, requirements, and restrictions of the grant; therefore, the sponsor’s Authorized Agent is accountable to the Sponsored Organization for matters concerning resource administration, project direction, authority to proceed, and all other matters typically assigned to the employer.
8. The Fiscal Agent and Sponsored Organization will maintain all financial records relating to the project according to generally accepted accounting principles, retain records as long as required by law, and make records available to auditors as required by law.
9. The Fiscal Agent, Sponsored Organization, and Authorized Agent will reflect the activities of the project, to the extent required, on their state and federal government tax returns and/or financial reports.
10. The following fees, charges, and expenses will be reimbursed to the Fiscal Agent and/or to the Sponsoring Agent:

None

11. This agreement will be subject to review at the discretion of the Fiscal Agent, and will terminate if any of the following events occur:
  - a. The Fiscal Agent requests the Sponsored Organization to cease activities that it deems might jeopardize its tax-exempt status and the Project fails to comply within a period of ten (10) days;
  - b. The Sponsored Organization fails to perform or observe any other

covenant of this agreement, and this failure remains unremedied fifteen (15) days after notice in writing;

- c. Upon expiration of four weeks after either the Sponsored Organization or the Fiscal Agent has given written notice of its intent to terminate the agreement.

12. In the event this Agreement is terminated, the Fiscal Agent and Sponsored Organization will comply with any termination conditions imposed by the Funding Organization.

In witness whereof, the parties hereto have executed this Agreement on the day and year first written above.

**Accepted for Sponsored Agent:**

\_\_\_\_\_  
Authorized signer

\_\_\_\_\_  
Date

**For Fiscal Organization:**

\_\_\_\_\_  
Authorized signer

\_\_\_\_\_  
Date