

NCC-ASLA Fiscal Agent Agreement with HALS

This Agreement is made this _____ day of _____, 2008 between the Northern California Chapter of the American Society of Landscape Architecture (NCC-ASLA), also known as the "Fiscal Agent" and the Northern California Historic American Landscape Survey Group (HALS)."

Purpose of Agreement

HALS has proposed that the NCC-ASLA act as the fiscal agent to sponsor projects ("Projects") by accepting and disbursing grant and other monies.

The NCC-ASLA has determined that they will support Projects that are implemented by the HALS. The NCC-ASLA wishes to make arrangements with the HALS to facilitate these Projects.

1. The NCC-ASLA hereby agrees to sponsor Projects and to assume administrative and financial responsibility for purposes of the requirements of funding organizations at no charge to the HALS. HALS agrees to implement and operate Projects, in accordance with the terms of this agreement, and with any requirements imposed by funding organizations.
2. Projects shall be operated in a manner consistent with the NCC-ASLA's tax-exempt status and as described in this agreement. No material changes in the purposes or activities of Projects shall be made without prior written permission of the NCC-ASLA and in accordance with any requirements imposed by funding organizations, nor shall HALS carry on activities or use funds in any way that jeopardizes the NCC-ASLA's tax-exempt status.
3. HALS shall not, and shall not permit Projects 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 (within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986).
4. HALS will provide information and prepare reports, required by funding organizations, as needed and with the NCC-ASLA's approval.
5. On behalf of HALS, the NCC-ASLA will establish and operate for the use of Projects funds that are segregated in the NCC-ASLA's existing books. All amounts deposited into the NCC-ASLA's account will be used in its support and subject to the conditions set forth below.
6. The NCC-ASLA will disburse funds from the account per written request by HALS and accompanied by required documentation and only as authorized by this agreement. Disbursements will be restricted to the support and implementation of Projects only.
7. HALS designates HALS Grants Committee Chair and HALS Co-Chair to act as authorizing officials. HALS Grants Committee Chair shall act as principal coordinator of Projects' daily business with the NCC-ASLA. The authorizing officials from HALS are both required to authorize dissemination of funds and to sign disbursement requests.
8. The NCC-ASLA and HALS will maintain all financial records relating to Projects 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 NCC-ASLA and HALS will reflect the activities of Projects, to the extent required, on their state and federal government tax returns and financial reports. All disbursements from the NCC-ASLA segregated funds shall be treated as payments made to or on behalf of HALS to

accomplish the purposes of Projects. HALS will provide the NCC-ASLA with proper documentation to accomplish this.

10. This agreement will be subject to review every second year from the signing of the agreement, and will terminate if any of the following events occur:
 - a. The NCC-ASLA requests HALS to cease activities that it deems might jeopardize its tax-exempt status and Projects fail to comply, within a period of ten (10) days;
 - b. HALS 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 HALS or the NCC-ASLA has given written notice of its intent to terminate the agreement.

11. In the event this Agreement is terminated, the NCC-ASLA and HALS will comply with any termination conditions imposed by funding organizations.

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

Accepted for the NCC-ASLA:

Authorized signer

Date

Accepted for HALS:

Authorized signer

Date