

**Pledge Agreement and Account Agreement  
Seward County Bridges**

This Pledge Agreement and Account Agreement are entered into by and between Seward County Bridges, Inc., a Nebraska nonprofit corporation (herein “Bridges”) and \_\_\_\_\_ (collectively herein “Agency”).

RECITALS:

- A. Bridges is a nonprofit corporation organized to solicit, obtain, and provide resources, financial support, information, and services to and/or for the benefit of the residents of Seward County in the following areas: Education, Health/Mental Health, Family/Family Services, City and County Government, and Economic Development.
- B. Bridges has received a ruling from the Internal Revenue Service determining that it is exempt from U.S. Federal Income Tax under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3), and further that donors may deduct contributions to Bridges on their federal income tax returns under Section 170 of the Internal Revenue Code.
- C. One of the exempt purposes of Bridges is to serve as a center to coordinate, assist or administer needed programs in the areas identified above.
- D. Agency has determined and represent to Bridges that it would further the exempt purposes of Bridges and benefit the residents of Seward County if the following activities were conducted in Seward County (herein the “Project”):

Describe            purpose            of            agency            and            project:

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In light of the foregoing, and in consideration of the mutual promises contained herein, Bridges and the Agency make the following commitments with regard to the Project:

- 1. The Agency pledges to provide support for the Project as follows:
  - 1.1 Agency will provide information and assistance to Bridges in the preparation of all required reports, requisitions, or other documentation.
  - 1.2 Agency will provide assistance to Bridges in the administration of the Project by cooperating with Bridges to ensure that funds are expended and accounted for properly; and assisting Bridges in assessing and reporting on the progress and success of the Project.
- 2. Bridges pledges to support the Project as follows:

- 2.1 Bridges will administer the Project with the assistance of the Agency. Specifically, Bridges will receive funds, deposit the funds in an FDIC insured deposit account, maintain and manage the funds as a separate and distinct account, and disburse funds on a regular basis as necessary to implement the purposes of the Project. Bridges will report to Agency on at least a quarterly basis the receipts and disbursements received with regard to the Project.
- 2.2 Agency shall pay to Bridges as reimbursement for its costs and services the amounts listed on the schedule attached to this Agreement.

3. In the event Bridges determines that the application for or administration of the Project would be inconsistent with the exempt purposes of the organization or would otherwise jeopardize Bridges' tax exempt status, Bridges may immediately terminate its involvement with the Project, shall notify the Agency of such termination, and shall disburse any remaining funds as directed by the person or entity from whom the funds were originally received.

4. In the event the Agency believes that Bridges is not administering the Project in accordance with its terms, the Agency shall promptly notify Bridges, and if Bridges determines it can do so without adverse impact on its exempt status, Bridges shall disburse any remaining funds as directed by the person or entity from whom the funds were originally received.

5. Agency represents to Bridges that the Project will exclusively promote a charitable or educational purpose and will not provide any private or monetary benefit to any person for any other purpose. If an organization, the Agency represents to Bridges that the undersigned person is authorized to sign this Pledge Agreement on behalf of the organization.

6. Agency shall not be considered or deemed to be the agent of Bridges for any purpose regarding the Project or any other grant application and shall have no authority to bind Bridges for any purpose or to utilize the name or tax identification number of Bridges in connection with this or any other project.

An initial set-up fee of \$100 for the account will be charged and will be due to Bridges upon signing of this agreement for any account established after March 31, 2006.

A yearly fee due January 1 or July 1 will be charged to the account owners. The annual fee will be 4 percent of the average dollar amount that is retained in the foundations/non-foundations account for their fiscal year.

There will be no annual fee assessed to those accounts whose average yearly balance is less than \$3000.00.

Bridges will retain any interest acquired thereof from the sub-line account while it is in the Bridges account.

The undersigned will receive the following for using Bridges account:

- A. Annual 990 tax form preparation

- B. Bridges office equipment and supplies used to maintain account
- C. Bank transactions of checks, deposits, and statements
- D. Transactions of checks and deposits by Bridges fiscal officer
- E. Attorney's Fees for Account Agreement
- F. Regular audit of accounts on file
- G. Facilities for account
- H. By-Laws maintained for 501C3
- I. Account management by Bridges managers

**We, the undersigned, agree to the following policy and procedures for using Bridges as our 501C3 organization for funding purposes.**

\_\_\_\_\_ Date

Seward County Bridges President

\_\_\_\_\_ Date

Agency representative