



Donor-Advised Fund Application and Agreement

Donor Advised Funds Agreement (this "Agreement") is made between _____ (the "Donor") and the Kirkland Parks & Community Foundation (the "Foundation"), a publicly supported charitable organization registered in the state of Washington that is tax-exempt under section 501(c)(3) of the Internal Revenue Code (tax number 46-4931717).

1. FUND TYPE

Donor-Advised Fund

2. FUND NAME

Grants made from a fund at the Foundation are accompanied by a letter identifying the name of the fund and the name of the donor(s) recommending the grant, unless anonymity is requested. In accordance with the Foundation's Gift Acceptance Policy, the Foundation's President, Treasurer, Executive Director and key staff have access to the identity of all anonymous donors; this is for legal protection of the Foundation.

Name of fund: _____ ("the Fund")
 Is donor name anonymity requested? Yes No Is fund name anonymity requested? Yes No

3. DONOR INFORMATION

Funds may be established by one or more individual donors, trusts, private foundations, corporate or nonprofit organization donors. Please list donor information below and indicate the primary donor contact. For entity donors, please indicate corporate or organizational representatives, as the case may be, for this fund. Please attach additional sheets if necessary.

Donor One

First	Last
Street	
City	State ZIP
Phone	
Email	
Date of birth	
Primary contact? <input type="radio"/> Yes <input type="radio"/> No	
I would prefer being contacted via: <input type="checkbox"/> Email <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Text	
Are you working with a professional advisor? <input type="checkbox"/> Attorney <input type="checkbox"/> CPA <input type="checkbox"/> Financial Planner <input type="checkbox"/> Other <input type="checkbox"/> No	
Professional advisor name	
Company	
Mailing address	
City	State ZIP
Phone	
Email	

Donor Two

First	Last
Street	
City	State ZIP
Phone	
Email	
Date of birth	
Primary contact? <input type="radio"/> Yes <input type="radio"/> No	
I would prefer being contacted via: <input type="checkbox"/> Email <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Text	
Are you working with a professional advisor? <input type="checkbox"/> Attorney <input type="checkbox"/> CPA <input type="checkbox"/> Financial Planner <input type="checkbox"/> Other <input type="checkbox"/> No	
Professional advisor name	
Company	
Mailing address	
City	State ZIP
Phone	
Email	

4. DESCRIPTION OF GIFT TO THE KIRKLAND PARKS & COMMUNITY FOUNDATION

The donor(s) hereby assigns, conveys, transfers and delivers to the Foundation the following described property:

Cash in the amount of \$ _____

*For a gift of publicly traded securities, please provide the information requested below, attaching additional sheets if necessary. For all gifts other than cash and publicly traded securities, please contact the Foundation for transfer procedures. Gifts of property other than publicly traded securities may require an appraisal be obtained and submitted to the IRS in order for you gift to be tax-deductible. It is the donor's obligation to obtain the appraisal.

Stock symbol		Stock symbol	
Number of shares		Number of shares	
Appx. Value (\$)		Appx. Value (\$)	
Investment firm name		Investment firm name	
Broker's name		Broker's name	
Broker's phone		Broker's phone	
Broker's email		Broker's email	

5. GIFT SOURCE STATEMENT

I/we verify that gift assets are from legal sources.

6. GRANTMAKING

6.1. Donor Advisor's Grantmaking Area(s) of Interest (for the Foundations use only):

<input type="checkbox"/> Arts & Culture	<input type="checkbox"/> Parks & Recreation
<input type="checkbox"/> Human Potential	<input type="checkbox"/> Community
<input type="checkbox"/> Education	<input type="checkbox"/> Economic Vitality
<input type="checkbox"/> Heritage	<input type="checkbox"/> All Areas
<input type="checkbox"/> Environment	<input type="checkbox"/> Other:

6.2. Donor Adviser's interest in the Foundations annual Grant Program (Foundations use only):

I/we would like to participate in the Community Grant Programs; please contact me annually.

7. DONOR ADVISED FUNDS - FUND ADVISORS

Donors establishing an advised fund may designate individuals who will serve as advisors to the fund and who may make recommendations to the Foundation regarding grant distributions from the fund. Donors may designate themselves as advisors or may designate others in addition to or instead of themselves as advisors.

Once designated, an advisor's status can only be revoked in writing by the donor(s) establishing the fund. All named advisors have equal rights to recommend grant distributions from the fund. In all cases of two or more advisors, a fund chairperson must be identified. Please note that unless otherwise stated in the comments area, all advisors will have online access to status reports, grant approval reports and standard mailings from the Foundation. Please indicate below, the advisors to the fund and identify a Primary Advisor. For corporate and nonprofit organization donors, please indicate the individuals who will serve as advisors to the fund on behalf of the corporation or nonprofit organization, as the case may be, and identify one Primary Advisor. Please attach additional sheets, as necessary.

Advisor 1

If advisor 1 is the same as Donor 1, check here and skip to Primary Advisor box below

First	Last
Street	
City	State ZIP
Phone	
Email	
Relationship to Donor(s)	
Comments	
Primary Advisor (select one person only): <input type="checkbox"/> This advisor will serve as Primary Advisor for this fund.	

Advisor 2

If advisor 2 is the same as Donor 2, check here and skip to Primary Advisor box below

First	Last
Street	
City	State ZIP
Phone	
Email	
Relationship to Donor(s)	
Comments	
Primary Advisor (select one person only): <input type="checkbox"/> This advisor will serve as Primary Advisor for this fund.	

8. SUCCESSION

8.1 Succession Plan

Individual donors establishing a Donor Advised Fund may choose to create a succession plan for their fund. In the event that the initial donor(s) to this fund dies, resigns, or is otherwise unable to act in this capacity, please:

- Transfer balance of fund to Foundation to support community needs. List specific interests:

- Transfer balance of fund to an Area of Impact Fund (specify): _____
- Transfer balance of fund to create Endowed Community Fund of the same name at the Foundation. (\$100,000 minimum)
- Transfer fund to a designated fund to support the following charities:

NOTE: If any of the above boxes are checked, skip 8.2 Successor Advisor section below.

- Donor Advised Funds - I wish to name successors to my fund below.

8.2. Donor Advised Funds - Successor Advisors

Fund advisors can elect individuals as successor advisors to the Fund in the event of death, resignation, or loss of capacity. This can be changed by an advisor at any time in writing to the Foundation. Please indicate successor advisors below and identify a Primary Advisor. Please attach additional sheets, as necessary. Founders of advised funds may name two (2) generations of successors; see Donor Advised Funds Terms and Conditions.

Successor Advisor 1			Successor Advisor 2		
First	Last		First	Last	
Street			Street		
City	State	ZIP	City	State	ZIP
Phone			Phone		
Email			Email		
Relationship to Donor(s)			Relationship to Donor(s)		
Primary Advisor (select one person only): <input type="checkbox"/> This advisor will serve as Primary Advisor for this fund.			Primary Advisor (select one person only): <input type="checkbox"/> This advisor will serve as Primary Advisor for this fund.		

9. GRANTS & VARIANCE POWER

All funds and all distributions from funds established at the Foundation are subject to the Foundation’s variance power and its spending policy; see attached *Donor Advised Fund Terms and Conditions* documents for more specific details.

10. OWNERSHIP OF ASSETS

The Fund is the property of the Foundation. The Fund will include the initial contribution and any property subsequently delivered to the Foundation specifically designated for the Fund and accepted by the Foundation. The Foundation has sole and final authority and discretion as to the investment and reinvestment of the Fund assets as part of the Foundation’s investment portfolio and may commingle the Fund with other Foundation funds. The separate identity of the Fund will be maintained and distributions from the Fund will be clearly identified as such and made in accordance with this Agreement.

11. AUTHORITY TO MODIFY AGREEMENT

The Foundation will hold the Fund subject to its Articles of Incorporation and Bylaws, as amended and restated from time to time, including the power of the Foundation’s Board of Trustees to modify any restriction or condition on the distribution of funds for any specified charitable purposes or to specified organizations if in the sole judgment of the Foundation’s Board of Trustees (without the approval of any third party, trustee, custodian or agent) such restriction or condition becomes unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community.

12. FEES

The Foundation will charge administrative and management fees on the Fund in accordance with its current Supporting Fee Schedule as approved by the Board of Trustees.

13. INACTIVE FUNDS

When the Fund is inactive for a period of twenty-four (24) months, the Foundation will encourage the Donor to recommend grants. If these efforts are unsuccessful, the Foundation may transfer the Fund balance to its unrestricted Foundation Fund and terminate the Fund. See “Termination of Fund” below.

14. MINIMUM FUND BALANCE

The Donor agrees to maintain a minimum asset balance in the Fund, see the Supporting Fee Schedule. If the Fund does not maintain a minimum balance for more than one quarter, the Foundation will contact the Donor to obtain additional contributions to raise the asset value above the minimum. If the Fund does not achieve and maintain a balance in the third consecutive quarter, the Foundation may transfer the Fund balance to its unrestricted Foundation Fund and terminate the Fund. See “Termination of Fund” below.

15. TERMINATION OF FUND

See also "Inactive Funds" and "Minimum Fund Balance" provisions above. If the Foundation is unable to generate grant recommendations and/or obtain additional contributions from the Donor when the Fund is inactive and/or the Fund drops below the minimum balance for three (3) consecutive quarters, the Foundation may transfer the Fund balance to its unrestricted Foundation Fund and will terminate the Fund. The Foundation will send the donor a 90-day notice of termination of the Fund.

16. INTERPRETATION

This Agreement and the validity and interpretation of this Agreement will be governed by internal laws of the state of Washington, without reference to its choice of law rules. Heading and titles are solely for convenience and may not be used to interpret this Agreement.

17. COMPLETE AGREEMENT

This Agreement, Donor Advised Terms and Conditions (attached hereto and incorporated herein by this reference), represents the entire agreement between the parties. The Agreement may not be modified, except in writing and signed by all parties.

By signing below the Donor(s) acknowledge that s/he has read this Agreement and the Foundation's Donor Advised Funds Terms and Conditions and agree to the foregoing provisions and the terms and conditions set forth therein. The Donor(s) understand that any contribution, once accepted by the Foundation, represents an irrevocable contribution to the Foundation and is not refundable to The Donor. The Donor(s) hereby certify that, to the best of her/his knowledge, all information presented on this form is accurate and truthful and that s/he will notify the Foundation promptly of any changes to the information contained herein.

Donor 1 signature Date

Donor 2 signature Date

KPCF Date

Please send completed forms to:

Kirkland Parks & Community Foundation
603 4th Ave, Suite 500
Kirkland WA 98033
hello@kpcf.org

For Foundation use only	Fund accepted on (date):	Fund processed by staff on (date):
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PART I: GENERAL TERMS

1. TAX STATUS OF FUNDS

Donor funds established at the Kirkland Parks & Community Foundation (the "Foundation") are component funds of the Foundation, a Section 501(c)(3) charity. Accordingly, all contributions to the Foundation's donor funds are treated for tax purposes as gifts to a Section 501(c)(3) public charity and generally are tax deductible, subject to individual and corporate limitations. Contributions are irrevocable, permanent gifts to the Foundation and cannot be returned nor withdrawn.

2. VARIANCE POWER

All donor funds established at the Foundation are subject to the Foundation's "variance power." The variance power gives the Foundation the authority to modify any donor recommendation or condition on distributions from a fund for any specified charitable purpose or to any specified charitable organization if, in the sole judgment of the Foundation, such recommendation or condition becomes unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community.

3. SPENDING POLICY

The Foundation anticipates distributions from each fund at least annually of an appropriate percentage of the fund's market value, as determined by the Foundation's Board of Trustees. In determining the annual distribution amount, the Foundation's Board of Trustees may consider the expected total return on the investments of the Foundation's permanent funds, the desirability of maintaining the value of the Foundation's permanent funds, and any other factors that it deems relevant. The Foundation reserves the right to spend up to the entire amount of any fund, if by the terms of the donor gift and Foundation's policies, the Foundation determines that such expenditures better satisfy the donor's intentions than a limitation on expenditures.

4. DISTRIBUTIONS

The annual minimum grant distribution from a fund can be found in the Supporting Fee Schedule.

5. RESTRICTIONS ON GRANTS FROM FUNDS

- Distributions from donor funds established at the Foundation will be made only if they are consistent with the Foundation's charitable purposes, satisfy community needs identified by the Foundation as deserving of its support, and are compliant with applicable law. Fund distributions will not be made for memberships, sponsorships, tickets, or for any purpose that would otherwise provide a private benefit to the donor or advisors recommending the distribution.
- Fund distributions may not include loans, compensation, expense reimbursements or similar payments to donors or advisors.
 - Donors and advisors include the donor and any person appointed or designated by the donor who reasonably expects to have advisory privileges with respect to the distribution.
 - The prohibition on private benefit covers the donor family members: the donor, the donor's spouse, ancestors, children, grandchildren, great grandchildren, brothers, sisters, and any of their spouses, as well as thirty-five percent (35%) controlled entities.
- It is the Foundation's policy that distributions from donor funds may not be made to any specific individual or to organizations that are not described in Section 170(b)(1)(A) or that would result in a taxable distribution.
- Distributions from donor funds will not be made for political campaign or legislative activities.

6. INVESTMENT OF ASSETS

All assets contributed to funds established at the Foundation will be managed by the Foundation. The Foundation funds may be pooled for investment purposes. The Foundation's Investment Committee makes investment decisions for all assets of the Foundation. The Foundation's Board of Trustees approves the recommendations made by the Investment Committee. IRS and Treasury regulations prevent fund donors (those who establish a fund) from making specific investment decisions. Refer to the Foundation's Investment Policy for more details on investment objectives.

7. FEES

Donor funds established at the Foundation are subject to administrative and investment fees. The Foundation reserves the right to change its fee structure at any time. See Supporting Fee Schedule.

8. MINIMUM ANNUAL ADMINISTRATIVE FEE

Donor funds will be charged a minimum annual administrative support charge. Funds that have not been assessed this minimum (or a prorated equivalent for funds opening mid-year) by the end of the calendar year will be charged the difference in January of the following year. See Supporting Fee Schedule.

9. MINIMUM FUND BALANCE

The donor agrees to maintain a minimum asset balance in the fund. If the fund does not maintain a minimum balance for more than one quarter, the Foundation will contact the donor to obtain additional contributions to raise the asset value above the minimum. If the fund does not achieve and maintain a balance for three consecutive quarters, the Foundation may transfer the fund balance to its unrestricted Operating Fund and terminate the fund. See "Termination of Fund" below. See Supporting Fee Schedule.

10. INACTIVE FUNDS

In order to carry out its policy of consistently distributing charitable dollars to the community, the Foundation will review periodically the grantmaking activity of every advised fund. If a fund has failed to make distributions commensurate in size with the Foundation's spending policy over a two-year period, the Foundation will contact the advisor(s) to discuss this situation. At that time, the advisor(s) will be given the following options:

- Recommend that the balance of the fund be granted to one or more Section 501(c)(3) public charities of their choice.
- Recommend that the balance of the fund be used to support the community grant making program, where funds will be distributed by the Foundation to meet the most pressing needs of the community. The advisor may also indicate an area of interest, which can also be benefited through the community grant making program.
- Provide a plan for funding a specific charitable project that requires an accumulation of resources for more than a two- year period.

In the event that the advisor(s) cannot be located or is unresponsive, the balance of the fund will be used to support the Foundation's unrestricted operating fund or other purpose per the discretion of the Foundation's Board of Trustees.

11. TERMINATION OF A FUND

If the Foundation is unable to generate grant recommendations and/or obtain additional contributions from the donor when the fund is inactive and/or the fund drops below the minimum balance for three (3) consecutive quarters, the Foundation may transfer the fund balance to its unrestricted Operating Fund, and will terminate the fund. The Foundation will send the donor a 90-day notice of termination of the fund. Individual donors may also assign one generation of successor to advise the fund after the original donors are deceased. After the death of the successor advisors, the fund automatically reverts to the Foundation.

12. SOLICITATION POLICY

Donors who wish to solicit contributions for a fund at the Foundation must receive advance approval from the Foundation and are required to use the following language in any solicitation: "Funds raised at this event (or for this cause) will be added to the [insert name] Fund at the Kirkland Parks & Community Foundation, a Section 501(c)(3) organization (the "Foundation"). The Foundation may disburse grants from the fund as recommended by [insert name] Fund (the "Fund") advisors or as community needs dictate. All checks should be made payable to the Kirkland Parks & Community Foundation/[insert name] Fund. The Kirkland Parks & Community Foundation will not provide any goods or services to you in exchange for a contribution to the [insert name] Fund. As a component fund of the Foundation, the Foundation has the authority to redirect distributions from the Fund if it becomes necessary to protect donor intent or otherwise comply with the terms and conditions of the Fund."

13. CONFLICT OF TERMS

In the event of an inconsistency between these terms and conditions, and any terms and conditions appearing elsewhere in connection with any fund, these terms and conditions as interpreted by the Foundation shall govern, and the Foundation reserves the right to take any actions at any time which, in its discretion, it deems reasonably necessary or desirable for the proper administration of any fund or the Foundation.

14. DISPUTES

Exclusive jurisdiction over and venue of any suit arising out of or relating to these Fund Terms and Conditions will be in the Superior Court of King County, Washington, or the Federal District Court for the Western District of Washington. Notwithstanding the foregoing, unless provided otherwise by applicable law, the parties agree that any dispute arising from these Fund Terms and Conditions, any terms and conditions appearing elsewhere in connection with any fund, or related agreements shall be resolved through good faith discussions between the parties over a period of thirty (30) days. If the dispute is not resolved through good faith discussions between the parties, the dispute will be subject to binding arbitration in King County, Washington, or, if agreed to by the parties, mediation in King County, Washington, within seventy- five (75) days of the date one party gives notice to the other of a claim.

Any party may submit the matter for final determination to binding arbitration. The arbitration shall be conducted by a single arbitrator experienced in the matters at issue and selected by the parties in accordance with the rules and procedures required by such arbitrator. If the parties cannot agree upon a single arbitrator, the Foundation shall select three (3) arbitrators who are then practicing in King County, Washington, and the other party shall select a single arbitrator from that list of three (3) arbitrators, who shall be the arbitrator to resolve the dispute. The fees and costs of the arbitrator shall be borne equally by the parties hereto. The arbitrator shall make his or her award in writing and the award will be binding on all parties. Any judgment upon any award, which may include an award of damages, may be entered in any court having jurisdiction thereof. In any dispute between the parties arising out of or under this Agreement, whether or not arbitration or litigation is commenced, the substantially non-prevailing party shall pay the substantially prevailing party's reasonable attorneys' fees, accounting fees and other costs.

In the event of a dispute between the parties arising from this Agreement, each party foregoes and expressly waives any right to a trial by jury or the right to bring a claim in court, individually or as a member of a class or collective action, against the other party. This provision is mandatory.

PART II: TERMS APPLICABLE TO SPECIFIC FUNDS

1. DONOR ADVISED FUNDS

- A. **Characteristics of Donor Advised Funds:** Donors establishing advised funds are encouraged to make recommendations regarding distributions from the fund for specific charitable purposes or to one or more charitable organizations. Donor advice will be considered only if offered in writing (including facsimile transmission or electronic correspondence) by the donor(s), or by an advisor(s) or successor advisor(s) to the fund, as designated in writing by the donor(s).

B. **Role of Advisors**

The Foundation welcomes the involvement and recommendations of its donors with respect to distributions from advised funds, but such recommendations are advisory only and are in no way binding upon the Foundation. In evaluating recommendations for distributions from advised funds, the Foundation staff investigates all prospective grant recipients to ensure that they are organized and operated for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code; reviews the recommended grantee's financial and program information; and evaluates the advice of donors against the standards and criteria set forth in the Foundation's operating guidelines to ensure that such advice is consistent with specific charitable needs identified by the Foundation as deserving of support and complies with applicable law.

In all cases of two or more advisors, the advisors shall appoint one Primary Advisor and all communications to and from the Foundation will be through the Primary Advisor. In addition, if the advisor(s) fails to make a standing distribution recommendation or fails to make any distribution recommendations for two (2) consecutive years, the Foundation will contact the advisor(s) to discuss this situation (see "*Inactive Funds*" section for more details).

C. **Appointment of Additional Advisors**

All requests to appoint additional advisors and successor advisors to an advised fund must be communicated to the Foundation in writing by the donor(s) establishing the fund. If upon the death, resignation, or incapacity of an advised fund's donor(s), the Foundation has not received in writing the names of an additional advisor(s) or successor advisor(s) to the fund, the Foundation will use the fund's balance to support the Community Grantmaking Program to address the most pressing needs in the community or other purpose per the discretion of the Foundation's Board of Trustees.

Donor advised funds established by private foundations, trusts, corporations, and nonprofit organizations, rather than by individuals, are often advised by an appointed committee with a process for selecting new members. Any changes in advisors to the fund must be made in writing by an officer or authorized representative of the corporation or nonprofit organization that established the fund.

A DONOR BILL OF RIGHTS

DEVELOPED BY:



Association of Fundraising Professionals (AFP)



Association for Healthcare Philanthropy (AHP)



Council for Advancement and Support of Education (CASE)



Giving Institute: Leading Consultants to Non-Profits

PHILANTHROPY is based on voluntary action for the common good. It is a tradition of giving and sharing that is primary to the quality of life. To assure that philanthropy merits the respect and trust of the general public, and that donors and prospective donors can have full confidence in the not-for-profit organizations and causes they are asked to support, we declare that all donors have these rights:

I

To be informed of the organization's mission, of the way the organization intends to use donated resources, and of its capacity to use donations effectively for their intended purposes.

II

To be informed of the identity of those serving on the organization's governing board, and to expect the board to exercise prudent judgment in its stewardship responsibilities.

III

To have access to the organization's most recent financial statements.

IV

To be assured their gifts will be used for the purposes for which they were given.

V

To receive appropriate acknowledgement and recognition.

VI

To be assured that information about their donations is handled with respect and with confidentiality to the extent provided by law.

VII

To expect that all relationships with individuals representing organizations of interest to the donor will be professional in nature.

VIII

To be informed whether those seeking donations are volunteers, employees of the organization or hired solicitors.

IX

To have the opportunity for their names to be deleted from mailing lists that an organization may intend to share.

X

To feel free to ask questions when making a donation and to receive prompt, truthful and forthright answers.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **OCT 07 2014**

KIRKLAND PARKS FOUNDATION
C/O SALLY OTTEN
603-4TH AVE STE 500
KIRKLAND, WA 98033-6239

Employer Identification Number:
46-4931717
DLN:
17053161316034
Contact Person:
ERIC KAYE ID# 31612
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
February 19, 2014
Contribution Deductibility:
Yes
Addendum Applies:
No

NOTE

Organizations name official changed in 2019
to:

Kirkland Parks & Community Foundation

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

KIRKLAND PARKS FOUNDATION

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

A handwritten signature in black ink that reads "Tamara Ripperda". The signature is written in a cursive style with a large initial 'T'.

Director, Exempt Organizations

NOTE

Organizations name official changed in 2019
to:

Kirkland Parks & Community Foundation