



**AGENCY ENDOWMENT FUND AGREEMENT BETWEEN THE McPherson County Community  
Foundation AND \_\_\_\_\_**

**SECTION ONE: Charitable Organization Information** - IRS 501(c)(3) Determination Letter must be provided

Charitable Organization Name		Federal EIN	
<b>Primary Contact for Organization</b> (NOTE: all correspondence will be sent to Primary Contact Unless otherwise specified.)			
Suffix	First Name	Last Name	Title
Address		City	State      Zip
Work Phone	Other Phone	Email	

**SECTION TWO: Fund Name**

Please choose a name for your fund.

Fund Name

The Foundation \_\_\_\_\_ may \_\_\_\_\_ may not include the name of the Fund in publicly available fund listings.

**SECTION THREE: Transfers to the Fund**

All property transferred to the Fund by the Charitable Organization constitutes a “reciprocal transaction” as specified in Financial Accounting Standard 136 which provides that the Foundation recognizes the Fund as a liability and the Charitable Organization, as the sole beneficiary of the Fund, recognizes a beneficial interest in the Fund as an asset. Please indicate the property you intend to initially assign, convey, transfer and deliver to the Foundation to establish your fund.

**Estimated Value of Initial Gift:**

Check for: \_\_\_\_\_ (please make check payable to McPherson County Community Foundation)

Other: \_\_\_\_\_

Please be advised that all contributions are subject to the Foundation’s most recently adopted Gift Acceptance Policy. All contributions, both initial and subsequent, must be acceptable to the Foundation and the Foundation may elect in its sole discretion whether to accept or refuse any asset.

Contributions to the Fund by third parties will be held separately for accounting purposes. Third party contributions do not constitute a reciprocal transaction and will be recognized as revenue to the Foundation. In all other respects, third party contributions will be governed by the terms of this document.

**Please select one of the two options:**

\_\_\_\_\_ Allow third party contributions to Agency Fund

\_\_\_\_\_ Do not allow third party contributions to Agency Fund

**SECTION FOUR: Distributions**

Distributions from all funds, including Agency Funds, are subject to the Foundation’s variance power, which gives the Foundation the power to modify any restriction or condition on the distributions from a fund for any specified charitable purpose or to any specified charitable organization if, in the sole judgment of the Foundation, such restriction or condition becomes unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community or area served. For purposes of this Agreement, restrictions and conditions on distributions are those that apply to either principal and/or income entirely or in part.

Please select either Non-endowed or Endowed:

\_\_\_\_\_ **Non-endowed:** The fund is intended to be used for current funding needs with no restrictions on the amount of distributions. Distributions shall only be made by a grant request with the following available optional condition.

**Check below only if applicable:**

\_\_\_\_\_ No distributions shall be made unless the fund balance exceeds \$\_\_\_\_\_.

\_\_\_\_\_ **Endowed:** Distributions shall be made in accordance with the Foundation’s applicable spending policy with the intent to ensure a permanent endowment, with the following available optional conditions.

**Check below only if applicable:**

\_\_\_\_\_ No distributions shall be made unless the fund balance exceeds \$\_\_\_\_\_.

Additional distributions may be made by a grant request for the purpose to either acquire or renovate a capital asset, meet urgent unexpected financial needs that are unlikely to recur or for other specific purpose as follows:

\_\_\_\_\_ Grants requested for these purposes are \_\_\_\_\_ **Subject to** \_\_\_\_\_ **Not Subject** to any minimum fund balance.

**SECTION FIVE: Agency Fund Representatives**

The Agency Fund representatives shall be the individuals currently serving as \_\_\_\_\_, \_\_\_\_\_ or \_\_\_\_\_ of the Charitable Organization. The Charitable Organization’s capability to make grant requests as well as investment recommendations by elections in Section Four: Distributions, requires approval by (**please select one of the options below**):

\_\_\_\_\_ One Agency Fund Representative \_\_\_\_\_ Two Agency Fund Representatives \_\_\_\_\_ Three Agency Fund Representatives

**SECTION SIX: Acknowledgments and Signatures**

**FEES AND EXPENSES:** The Foundation charges an Administrative Fee as outlined in its published fee schedule. Expenses incurred specifically for the Agency Fund will be charged to the Fund.

**INVESTMENTS:** The undersigned understand the investments will be administered in accordance with the policies of the foundation. The undersigned acknowledge that investments are subject to market and interest fluctuation risks and any gain or loss generated by the investments described in this agreement will be credited or charged to the Fund. The undersigned agree to the terms and conditions of the agreement. The undersigned hereby certify all information presented in connection with this application is accurate and the undersigned will promptly notify the Foundation in writing of any changes.

**CHARITABLE ORGANIZATION**

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**MCPHERSON COUNTY COMMUNITY FOUNDATION**

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_