



## Wichita Community Foundation Agency Endowed Fund Agreement

*Agency Funds are funds established by a non-profit organization that designates itself as the beneficiary.*

The undersigned Donor hereby establishes with Wichita Community Foundation (hereinafter referred to as "the Foundation") the \_\_\_\_\_ **Fund** (hereinafter referred to as "the Fund") to be held, used and administered by the Foundation under the following terms and conditions:

1. The initial contribution to the Foundation for the Fund will be not less than \$10,000, in cash or in property acceptable to the Foundation. Subsequent contributions made to the Foundation by Donor or others and designated for the Fund without further restriction shall be administered in accordance with this Agreement.
2. The Fund shall be the property of the Foundation. It shall not be a separate entity or trust. It shall be an endowed fund within the meaning of K.S.A. 58-3612(2) and 58-3614 and will be invested as provided in K.S.A. 58-3613 and/or 58-3615.
3. The Fund shall be held, managed, and distributed as an Agency Endowed Fund in accordance with this Agreement, the Articles of Incorporation, Bylaws, and Procedures for the Establishment of Funds and Supporting Organizations ("the Procedures") of the Foundation, including the variance powers described in sections 3.1(d) of the Articles and 4.3, 4.7, and 4.9 of the Bylaws, all of which are familiar to Donor. The Board of Directors of the Foundation shall have full authority and control over the Fund and all investment and distribution decisions with respect thereto; provided that any modification by the Foundation of a restriction contained herein shall be consistent with the needs of the Wichita area.
4. It is the Donors intent that distributions from the Fund be based on the Foundation's Spending Policy then in effect. A copy of the Spending Policy currently in effect is attached hereto. Neither K.S.A. 58-3614(a) nor any similar statute or rule of law shall apply, and K.S.A. 58-3614(b) and (c) shall be applied by substituting "under the Foundation's Spending Policy" for under subsection (a). Donor understands however, that the initial contributions will not be distributed.
5. Distributions shall be made from the Fund only to or for the use of \_\_\_\_\_ Agency. The Board (or Executive Committee) of the \_\_\_\_\_ Agency shall serve as advisors to Foundation with respect to the Fund, and may make recommendations to the Foundation regarding particular purposes for a grant or distribution to the \_\_\_\_\_ Agency, and the timing of distributions and grants from the Fund. The Foundation will give careful and thoughtful attention to the advice and recommendations of such advisors, but such advice and recommendations shall be solely advisory and shall not be binding on the Foundation.

6. If \_\_\_\_\_ Agency should cease to be an organization described in Section 501(c)(3) or 170(b)(1)(A) of the Internal Revenue Code of 1986, as amended, or any successor provision of the Code, or to conduct a program that is consistent with the needs of the Wichita area, then it shall be the responsibility of the Board of the Foundation, in its sole discretion, but after consulting with the Donor, if still in existence, to redirect the proceeds of the Fund to a similar cause serving the Wichita area.

7. This Agreement is not subject to revocation, and is not subject to modification or amendment except as provided herein, in the Foundation's Articles of Incorporation, Bylaws, or Policies, or by law.

Donor acknowledges receipt of the following Wichita Community Foundation documents:

- Articles of Incorporation and Bylaws
- Tax Exemption Letter
- Procedures for the Establishment of Funds & Supporting Organizations
- WCF Spending Policy

Non-Profit Agency: \_\_\_\_\_

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

ACCEPTANCE:

**The above and foregoing Agreement is hereby executed on behalf of the  
Wichita Community Foundation.**

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

Printed: Shelly Prichard

Title: President & CEO