

Board of Directors Meeting Agenda

April 19, 2024

5:00 to 6:00 pm

Silver Cloud Point Ruston, Onyx Room

5:00	Welcome		Lori Forte Harnick
5:05	Consent Agenda I <ul style="list-style-type: none"> • Approve February 2024 Board Meeting Minutes • Approve Scholarship Committees (3) • Board Alumni Committee Minutes 3/5/24 • Ambassador Committee Minutes 3/15/24 • Audit Committee Report 3/18/24 • Governance Committee Minutes 3/26/24 • Executive Committee Minutes 4/4/24 	Action Information	Lori Forte Harnick
5:10	Consent Agenda II <ul style="list-style-type: none"> • Ratify Grants and scholarships 	Action	Lori Forte Harnick
5:15	Consent Agenda III <ul style="list-style-type: none"> • Approve variance recommendations (18 funds) 	Action	Lori Forte Harnick
5:25	Finance Committee Report	Information	Bev Cox
5:35	Investment Committee Report	Information	Jacques Colon
5:45	New or Other Business		Lori Forte Harnick
5:55	Executive Session		Lori Forte Harnick
6:00	Meeting Adjourned to join Retreat Part 1 Activities		

Upcoming Meetings:

Board of Directors Retreat Part 2 – Saturday, April 20, 2024 8:30am to 3:30 pm at Titlow Lodge

Fund Performance Review and Market Outlook May 14, 2024 12:00-1:00 pm by Zoom

Board of Directors Meeting – Thursday, July 18, 2024 3:00-5:00 PM – Location TBD

Consent Agenda I



Greater Tacoma Community Foundation
Board of Directors Meeting Minutes
February 15, 2024, 3:00 - 5:00 pm
Environmental Services Building

Lori welcomed the Board at 3:15pm

Priscilla and Ryan shared some highlights about the building, environment, and the staff that work in the building.

Board Members Present:

Ahlmahz Negash	Jeanette Roatch	Priscilla Lisicich
Art Wang	Kim Fisher	Richard Woo
Bev Cox	Kitty-Ann Van Doorninck	Ryan Mello
Brett Freshwaters	Lori Forte Harnick	Tono Sablan
Christina Blocker	Lyle Quasim	Tory Green
Christopher Algeo	Michael Yoder	Wayne Williams
Ivan Harrell		

GTCF Staff Present:

Anatacia Lamb	Kathi Littmann	Seth Kirby
Dannielle Robertson	Megan Smedsrud	Stacey Guadnola
Doug Page	Mo Mousa	Steve Saalfeld
Megan Sukys		

Board Members Absent:

Jacques Colon	Nathe Lawver
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The Board **approved Consent Agenda I.**

Wayne Williams motioned to move; Christopher Algeo seconded.

- **Approve:** December 2023 Board Meeting Minutes

Minutes approved by committee for information only:

- February 2024 Executive Committee Minutes

The Board **ratified Consent Agenda II.**

Priscilla Lisicich motioned to move; Art Wang seconded.

Abstained from vote: Michael Yoder , Kim Fisher, Almahz Nehash, Brett Freshwaters, Tono Sablan

- **Ratify:** Grants and Scholarships

The Board **approved Consent Agenda III**

Richard Woo motioned to move; Christina Blocker seconded.

- **Approve:** Variance recommendations (9 funds)
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Overview of the funds up for variance approval provided by Seth. These funds have received significant planning, design, legal review, and due diligence.

Each of these funds:

- Have no living donor or fund advisor.
- Are over 20 years old.
- Are less than \$107,000.
- All are current scholarship funds.

Questions about the funds up for variance

- Bev – Why are there different administration fees than normally charged?
 - o The administration fee being changed reflects the amount of work that is involved. For these funds, we are transferring to designated funds, which have a lower fee than scholarship funds.
- Richard – can you remind us how this aligns with our strategic framework?
 - o This removes many of the barriers that students face. By changing the fund type and description, we can still honor the original donor intent while allowing a greater number of students to access the funds to help pay for their education access needs.
 - o This is also the foundation’s proper role in the community. You will see a number of these groups of funds being presented to you for variance this year. There is a different process required by the Attorney General based on fund age and fund amount. Being able to facilitate these conversations and change is GTCF’s role.

Wayne Williams provided the **Governance Committee** updates:

- We held two New Board Member Orientations to welcome all 5 new members. Their mentors attended and Ahlmahz was there as Board member At-Large; Kathi and staff provided overview information about GTCF. We had a great engagement and questions. Some challenges were time in getting through the agenda and going forward we need to evaluate the structure of the orientation, possibly have it as two phases that are more interactive.
- Brett – agreed that time was an issue; suggestion to allow more time for discussion and Q&A because that is where the real value of the orientation was found.
- Kathi noted that the information that was provided to the new board members will be provided to existing board members, especially around the financials, it will be valuable look at
- Bev – great way to bring new board members up to speed before coming to a board meeting and create a connection between the mentor and mentee. The whole process will be beneficial.

Mo Mousa provided the **Investment Committee** updates:

Investment Portfolios transitioning from Vanguard to Mercer

- Vanguard reached an agreement to be acquired by Mercer in December 2023
 - In 2024, Fund Advisors will see no change in their fees, asset allocation, or investment philosophy or strategy.
 - The Vanguard name will continue to be on all investment reports.
 - The same investment team and analysts from Vanguard who served GTCF will remain in place under Mercer.
 - Beginning in 2025, GTCF Fund Advisors will see the Mercer name replace Vanguard on GTCF’s website and in investment reports.
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- GTCF Investment Committee is solely responsible for setting GTCF's Investment Policy Statement and selecting investment managers.

Questions about the Investment Portfolio Transition

- Kim – Are the fees changing?
 - o No, fees have not changed and should not change.
- Christina – What are the anticipated challenges in the transition?
 - o In 2024, for investors, we anticipate minimum to no challenges during the transition. Because we are keeping the same investment team and analysts, and we will have a minimum, maximum, and a target. We are always on target. We make sure we are not drifting away from our investment policy. We have no reason to be concerned.
- Christina – How are we planning to communicate this to Fund Advisors?
 - o We have sent our Fund Advisors fund statements for Q1 with a notice explaining the transition and the same notice is on our website as a standing banner. It is also visible in the fund portal when fund advisors go to make grant recommendations. The messaging will continue to be in the fund statements throughout the year.

Megan Sukys provided a Discussion & Activity: Illustrating Philanthropy's Role in Transforming Pierce County

- What is the role philanthropy is playing and how does it fit into the larger nonprofit sector in transforming Pierce County?
 - How much did GTCF put out in 2022? \$9.6 Million - and the same year the Gates Foundation put out \$7 Billion.
 - Group Conversation – The sources of the income and where most of the money is being directed or not directed.
 - o Kim – Grandson and Grandfather and the starfish analogy with the connection back to Pierce County Connected and the way GTCF was able to help keep the food banks open.
 - o Art – where our money can go and be most effective – the number of organizations in comparison to the amount of money received.
 - Who is seeking philanthropic partnership with GTCF?
 - o Individuals and families are seeking deep community connection and knowledge.
 - o Nonprofits are seeking community-based investment partners who can steward their funds in the short and long term.
 - o Emerging community efforts are seeking access to charitable dollars and capacity support.
 - What is important for people to know about GTCF's strategy?
 - o Kathi - One of GTCF's superpowers is our abundance mentality and strategic framework of alignment. We can attract people by aligning with us either to us or through us and a lot of the money we have attracted to us over the last several years has been through the alignment and our role within the community rather than trying to steal money and fill a role that GTCF is not a natural fit for. GTCF achieves long-term stability through a combination of GTCF strategic actions and Fund Advisor giving that makes transformational impact in our community.
 - What is the GTCF formula?
 - o Seth – Relationships + Investments + Narrative Change = Impact. Everything at GTCF comes back to supporting collaborative relationships, providing catalytic
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investments, and driving narrative changes to remove system barriers. We really are looking to bring together the relationships, narrative change, and the alignment.

- Richard – On this image the money is determined by arrows from the upper level to the lower level, and we often talk about a type of arrow that is not on here, and the GTCF arrow is not on here because it is a non-lateral arrow or dollar impact that is found on this chart. It is an impact that is at the local and state level. Impact that is done through policy and system change.
 - Ryan - Is there a reason we want to have JCF leave GTCF?
 - Kathi – No they are welcome to stay. We have a great partnership. They are a great example of how we can support other and small community foundations
 - Seth – building momentum funds and ecosystem of relationships. Each of these funds are time limited. These are funds that are not being held forever, most of these are only being held for 18 months. Another aspect of this is access to CPIN to help these partners advance their mission and the work that they are doing and advance the non-cash impact
 - Ivan – Kudos to GTCF for the Tacoma Black Fund Kick Off
 - The discretionary dollars that GTCF puts out will vary each year, GTCF can leverage the discretionary dollars and highlight the relationships, alignment, and impact
 - Wayne – do we give thought to all the things locally that we can support that really have an impact versus those that can compromise our strategy?
 - Seth – Yes & we try to think through the impact and the work that it would put on GTCF. Especially when it comes to Bridge Loans and Expenditure Responsibility. We really sit down and have conversations with the non-profits and try to understand what and where the problem is while trying to be in a relationship with the non-profit

 - Groups Discussion - How do I describe GTCF?
 - Christopher called out “any administration fees paid to GTCF support Pierce County” and how the cost of doing business will always have an overhead cost and what is the cost of doing business vs what is the reach of doing business.
 - Kathi – one of the benefits, is that we have the flexibility with our admin fees to be able to set the admin fee based on the situation. Used the example of Pierce County Connected where we had an Admin fee of 0 for over a year and during the scholarship redesign we have flexed the admin fees for multiple scholarships
 - Lyle – GTCF works with the individual to help customize the funds to what the individual needs and wants the fund to look like that is not necessarily something you get at a lot of foundations
 - Bev on behalf of Ryan – GTCF acts as an unbiased conduit and partner on behalf of Pierce County through the Bridge Loan.
 - Kathi: what we advocate for is the community voice
 - Brett – How much crossover is there between aligning funding and action through strategic philanthropic investment as well as stewardship of individual, family, and agency funds?
 - Kathi: when they let us, we honor donor intent. We have a robust communication and donor outreach strategy and in partnership with philanthropic advising through our stewardship plan and regular check-ins with fund advisors through the development of deep relationships. We work to build trust-based philanthropy and talk about how your giving can make a difference and how you can be connected to your giving.
 - Brett: how can we explain that better? It seems there is a lot going on there.
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- Lori: as we go into the strategic framework a little more, that will give us more of a framework to draw from, especially as we dive into the impact of philanthropy, because the impact on people is something we can add to the boilerplate.
- Kathi – the role of philanthropy and the different types of philanthropy will be able to help with that too.

Other Business

The Board Retreat has been modified from an overnight and will be a two-day retreat and will be an extension of what we have talked about today.

Conflict of interest forms need to be signed and returned to Anastacia today.

At the very bottom of Boardpaq are the rosters for Committees. If you are listed, you are a voting member. If you are there and you do not want to be on, let us know. If you want to vote you are not on there, let us know.

Unfortunately, Peter J. Darling passed away on Sunday, 2/11/2024. He was a former Board Member.

Executive Session – no need for executive session

Meeting Adjourned at 5:00 pm

Materials included:

- December 2023 Board Meeting Minutes
- February 2024 Executive Committee Minutes
- Fund Variance cover memo
- Adolph M. Jezek Scholarship Fund Addendum
- Douglas D. Ferguson Scholarship Fund Addendum
- Elva Austin Memorial Scholarship Fund Addendum
- Funchs-Harden Educational Fund #1 Fund Addendum
- John and Jean Reine Scholarship Fund Addendum
- Leola B. Baron Scholarship Fund Addendum
- Louise H. Meyer Scholarship Addendum
- Manitou Improvement Club Scholarship Fund Addendum
- Warren R. Peterson Scholarship Fund Addendum
- February 2024 Investment Committee Report

Upcoming Dates:

Board of Directors Retreat: 4/19/24 - 5 pm – 8 pm (Dinner Provided)
4/20/24 - 8:30 am – 3:30 pm (Lunch Provided)
Location - TBD

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Seattle Tacoma Box Company Scholarship Committee Donor-Involved Scholarship Selection Committee and Procedures 2024

Background: *The Pension Protection Act requires that the Board of Directors approve scholarship procedures for all donor involved scholarship funds held by Greater Tacoma Community Foundation.*

Scholarship Committee Members:

- Erika Frayser, Chair
- Rob Nist, STB Officer
- Jake Nist, STB Officer
- Rodney Schonbachier, Affiliated Company
- Paula Heinz, STB Employee
- Pam Rothermi, Vendor Rep
- Blake Carlson, Customer Rep

Award:

Seattle-Tacoma Box Company Scholarship: The total amount available to distribute is \$84,700.00 (Eighty-Four Thousand Seven Hundred Dollars and No Cents). The committee may determine the number of scholarships awarded by this fund.

- The Seattle-Tacoma Box Company Scholarship is available to children and grandchildren of employees of STB, its subsidiaries and 50% affiliates. Scholarships are awarded to applicants who exhibit the STB company values of commitment to family and community.

Selection Procedures:

1. Applicants will submit application to stbscholarship@seattlebox.com – Submission opens December 1st until April 1st.
2. Each committee member will use the evaluation sheet to review applications.
3. Between April 1st and April 15th committee will plan meetings to review applicants and conduct discussion on which students will receive scholarships. Committee will consider the applicant score evaluation sheet and GTCF requirements, then have follow up discussions to reach three final applicants to receive the scholarships.
4. Committee will submit chosen applicants to GTCF for final review and acceptance of chosen applicants.
5. Once applicant is determined, the student will be notified a few days prior to May 1st with a certificate. Student will be asked to take a picture with the certificate to be shared when the final selection is announced when the ceremonial dinner is

completed in the late spring.

6. Student will work directly with GTCF to receive scholarship check.

Action: It is recommended that the Board of Directors approve the scholarship committee and procedures as presented.

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Lea Armstrong Scholarship Fund Donor-Involved Scholarship Selection Committee and Procedures 2024

Background: *The Pension Protection Act requires that the Board of Directors approve scholarship procedures for all donor-involved scholarship funds held by Greater Tacoma Community Foundation.*

Lea Armstrong, a successful Korean businesswoman, has been supporting student scholarships since 2003. In 2010, Lea partnered with GTCF to establish the Lea Armstrong Scholarship Fund. Over the years, Lea and her selection committee have supported more than 250 students. Historically the fund has awarded \$1,500 scholarships to between 19 and 21 students. In 2020, the scholarship award amount was raised to \$2,000 per student and 19 scholarships were awarded.

As part of the program, the committee volunteers their time to mentor recipients. The committee is comprised of community leaders who care deeply about the Tacoma-Pierce County region and have been inspired by Lea's generosity and passion for supporting individuals to overcome barriers to pursue their education.

Scholarship Committee Members:

- Maralise Hood Quan, Chair
- Lyle Quasim
- Liz Dunbar
- Dennis Flannigan
- Diane Lachel
- Jayasri Ghosh
- Sherrana Kildun

Award: The Lea Armstrong Scholarships are awarded to students who are single parents with children at home, who live in Pierce County and are pursuing higher education at a community, technical, or four-year educational institution in Pierce County. Students must maintain a 2.0 GPA or higher and must be enrolled in classes the fall quarter of the award year. Previous scholarship recipients who wish to re-apply are given first consideration.

Selection Process:

- 1) Lea Armstrong determines how many scholarships will be available and the dollar amount.
- 2) Applications become available on the WashBoard website in March and special outreach is provided to past recipients as they are given priority in the selection process.
- 3) Selection Committee members promote the scholarship opportunity through their networks.
- 4) Applications are due May 31 for alumni applications / June 15 for new applicants, and are reviewed by Scholarship Committee members.
- 5) Qualified recipients are selected, and recommendations given to GTCF at the end of June.

- 6) GTCF reviews the awards and sends each recipient an email containing a Scholarship Acceptance Form and information on next steps.
- 7) Scholar Award Letters are distributed in July along with an invitation to the Scholar Celebration in August
- 8) Once Scholarship Acceptance Forms are received by GTCF, scholarships are paid directly to scholars.

Conflict of Interest Policy: The Lea Armstrong Scholarship Committee members' immediate families are not eligible to receive this scholarship. Additionally, Lea Armstrong's family members may participate as members of the Scholarship Committee as long as they represent a minority of the voting members serving on the committee.

Action: It is recommended that the Board of Directors approve the scholarship committee and procedures as presented.

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Patti Hersey Scholarship Committee Donor-Involved Scholarship and Application

Background: *The Pension Protection Act requires that the Board of Directors approve scholarship procedures for all donor-involved scholarship funds held by Greater Tacoma Community Foundation.*

Scholarship Committee Members:

- Rusty Hersey, Chair
- John McMasters, Member
- Charles F. Hawkins, Member
- Jennifer Hawkins, Member
- Carlyn Roy, Member
- Steve Bowles, GM Staff

Award:

Fircrest Jr. Golf Commitment to Education, Patti Hersey Award: Each scholarship annual award amount is \$3,000.00 (Three Thousand Dollars and No Cents) and is for 1 year (nonrenewable) and up to three scholarships may be awarded.

- In 2005 Garry Hersey, started a trust fund called the Fircrest Junior Golf Commitment to Education Fund, in memory of his wife, Patti who passed away in 2004. Patti loved the Junior Golf Program so much that Gary wanted to provide financial support for educational purposes to qualified participants in the Fircrest Golf Club Junior Golf Program. He presented a check for \$100,000 to Fircrest Golf Club in November of 2004 and the first recipients received their award at the Junior Golf Banquet in August of 2005. Since 2005 we have awarded 29 scholarships totaling \$80,000 and we look forward to awarding many more.

Selection Procedures:

- Scholarship applications are made available to all seniors on March 1st.
- The applicants are notified and asked to provide the name of the school that they will be attending and an anticipated major by mid-April.
- Applications are due May 1st.
- The Committee then reviews the applications and assures that the forms have been completed correctly.
- Members of the Committee then secure transcripts and other relevant test scores for each student.
- The Committee then reviews each application and selects the student(s) whose application best reflects the qualifications of the award.
- The Committee sends awardee recommendations to GTCF for final approval before the end of the school year.



**Greater Tacoma Community Foundation
Board Alumni Committee Minutes
March 5, 2024
12:00-1:30 p.m.
In Person, Greater Tacoma Community Foundation**

Board Alumni Committee Members present:

Amy Lewis, Gary Brooks, Lyle Quasim, Kit Severson, Gregory Tanbara, Pamela Transue, John Lantz, Dwight Williams

Board Alumni Committee Members absent:

Sheri Tonn

Staff present:

Stacey Guadnola, Doug Page, Dannielle Robertson

Welcome and Introductions

Kit Severson, Co-Chair of Board Alumni Committee

The Board Alumni Committee meeting began at 12:00 pm. The first few minutes were spent enjoying lunch together and socializing. Kit Severson invited everyone in the room to share what they are seeing change for the better in Pierce County.

GTCF Presentation

Megan Sukys (Chief Strategy & Communications Officer)

Megan Sukys began by directing the Committee to look over the new Board of Director members—future Board Alumni—that are joining GTCF this year. She then introduced the topic of Philanthropy and the impact it can make.

One of the things we have seen since rolling out our Strategic Framework is the important role of Philanthropy. Our unique lens on the impact of philanthropy led us to develop some helpful images that demonstrate how aligned philanthropy can affect change in the community versus unaligned philanthropy. The big question that arose for us was, “How can GTCF leverage philanthropy by supporting, catalyzing, and connecting funders to fill gaps that exist in Pierce County?”

GTCF has tools and abilities that other non-profits don't have. For example, Emergency Food Network (EFN) is building a much-needed large warehouse, as they are continuing to see greater reliance and request for food support. However, the grants and donations that EFN received were either given over time or needed to be reimbursed upfront, and they were not able to access traditional loans. Because of this, GTCF partnered to provide funding in the form of a bridge loan so they could have that collateral. We are now working with five organizations on their capital projects by providing bridge loan support.

Dwight: Has GTCF been working on a solution to accessing reimbursements in a reasonable time from the government/city?

Megan: We have talked with Ryan Mello about how this story can help with the reimbursement process, and though it hasn't had progress in the past few weeks, it's a hot topic of conversation.

Another story that speaks to this is about the Mustard Seed Project. In their effort to build a multi-generational space in the Key Peninsula, they found themselves receiving a sizeable grant. Because they did not plan to spend it right away and with their connection to GTCF, they discovered they could receive other government funds and further connections to make a significant impact in the Key Peninsula.

Our final example is our Scholarship Redesign process, which is a large internal initiative to refocus our scholarship program to make a more substantial impact on students' lives. Thanks to the flexibility of community foundations, there will be a group of scholarships being presented to the Board to convert to non-endowed so that the funds can be spent out immediately, rather than untouched and eaten away by fees.

Because of our "superpower" as a community foundation, we are able to provide funding to for-profit businesses that are performing charitable purposes. This was seen in the Wallace initiative for after-school programming. This is just another way that GTCF can plug in and fill gaps.

Megan shared a cheat sheet with the Committee to assist them in their conversations about GTCF in the community. The sheet goes from boiler plate to more specific talking points, with comparisons and ideas to help people understand our work. The next time the Committee meets, we will have a new guidebook to share that will be another tool to help people navigate philanthropy.

Doug wrapped up this section by sharing our new giving vehicle booklet. "Transform the Future Through Legacy Giving".

Pamela reminded the group about the cadence of upcoming Board Alumni Committee meetings this year, the next meeting being in Gig Harbor at the Harbor History Museum. A special note was made about Peter Darling's passing and upcoming memorial.

The Committee was then directed to view the Roster and Charter document. There is an effort to add members to the Committee, and that outreach is ongoing.

Meeting Adjournment

Meeting was adjourned at 1:30 pm.



GREATER
TACOMA
COMMUNITY
FOUNDATION

Ambassador Committee Meeting Minutes

March 15, 2024

11:00 AM to 12:30 PM

GTCF Board Room

Members Attending: Ryan Mello, Wayne Williams, Michael Yoder, Kitty-Ann van Doorninck, Art Wang

Members Absent: Kristen Ang, Grayson Crane, John Korsmo, Tono Sablan

Guest Attending: Stacey Crnich

GTCF Staff Attending: Megan Sukys, Joe Hunich, Stacey Guadnola, Anastacia Lamb, Steve Saalfeld, Doug Page

Lunch was served at 11:00 AM. General conversation and introductions commenced.

Ryan Mello called the meeting to order at 11:22 AM.

Minutes from the November 2023 meeting were approved.

GTCF Strategic Work overview by Megan Sukys. Can money do good? How can GTCF drive transformation? GTCF has a unique lens as a community foundation. We connect the gaps to align philanthropy. Current example is working with the Department of Commerce on Community Reinvestment Project. Drive impact.

Stacey C: Relieved to see this perspective. Firehose vs sprinkler. We all need to be on the firehose.

Ryan: Everyone wants to do good and be generous. We don't often have the opportunity to know where the holes are. Having GTCF to see the overview and see the holes is unique.

Wayne: What is scary is the lack of critical thinking. How to approach these issues. Good intention is not enough. How to critically execute the "why" is so important.

Megan: Finding all the pieces is how GTCF can be a catalyst. Example of bridge loan pilots. NPOs don't have collateral. Many contracts are reimbursement only and take a long time. We help fill the hole of immediate capital.

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Kitty-Ann: Timing is critical and having this piece to keep moving is vital.

Michael: Root causes – the same law is looked at differently in other states. Opportunity for system change in WA. Need a champion in Olympia to say why?

Stacey: Advocacy is happening at county, state and national levels. Bridge loans help to make this visible.

Stacey C: I work with a lot of farmers and business owners. Never seen people with millions of dollars have such a hard time getting financing. The reimbursement process is very frustrating. Whole different environment to navigate.

Megan: We are filling the gaps but not changing the system. Need to get into the issues to help solve the issues. Continue to advocate while helping with bridge loans.

Wayne: Being able to educate yourself and navigate the system. It's a chip-away process.

Ryan: It the opposite of trust based.

Stacey C: there is always 1% of the population who will take advantage of the system. If you tailor programs to block that 1%, you are preventing 99% from doing good.

Megan: Community Foundations have a superpower to absorb the risks and make things visible.

Ryan: Really great stories to spread to networks. GTCF has a great communications team. These stories are really powerful. Share them!

Joe: We also share talking points and who might be interested in receiving a story. The personal touch is always important.

Megan: People need to hear things multiple times to really register the message.

Stacey C: Who is the target audience for these stories? Love aspirational stories. And these are smart as well. Most NPOs fear that no one will donate if you are blessed with a gift.

Megan: The challenge is to get beyond "Good for you". Transformation and learning are key. Showing the pathways. Great for NPOs and major donors. Didn't realize the impact. We can say the things that NPOs can't. Help elevate voice. Surface greatest need.

Stacey updated everyone on the Education Access project that GTCF has been working on for the last 18 months. Sometimes we unintentionally created barriers ourselves when trying to help donors. Getting back to original intention and transforming cold scholarships to grants that can do good. Opportunity to learn along with donors.

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Joe: Donors seem more receptive to the changes than we thought. Most funds are still going to schools but much less restrictive. We are interested in getting the next round of feedback from schools as to how it is helping make the money more effective on their end.

Megan: GTCF is building a new giving guide that is fun and simple. Testing at the Board Alumni social on 5/16. If you would like to come you are invited.

Ryan: Looking at these strategic framework examples how does it intersect with your work – what are you doing, seeing, and hearing that could be impacted by this work?

Art: In terms of a network...recently attended a meeting for an org doing political work. Only working in six swing states. How do we find the balance between strategic work and broader community work? Doesn't cover all the little sprinkler systems. Need more outreach work.

Ryan: 2 projects – (1) Promise Plus Program in Pierce County. CTE skill building model. 100% free regardless of income level. (2) Family stability grant. No strings money. Starting in Tacoma. Trying to get on the ballot this summer. Guaranteed basic income program 2.0 – ALICE families that are employed, including justice involved families. United Way is the backbone. State funded. 175 families start getting their checks in April. Build narrative change around what it means to be poor. All these families are employed. A film called “It's Basic” coming to Tacoma about narrative change around poverty.

Wayne: Important to change the narrative to enrich what is happening. Programs like Promise Plus can help education access/scholarship funds be repurposed to address other needs of students in higher education (housing, utilities, etc.)

Stacey C: Storytelling can be a transformative tool to change narrative. Bring people together without similar points of view. Community needs usually structure systems to work in one way. Need an overarching organization to take the larger view. Great that GTCF is taking on that role. Scale is so important.

Joe: GTCF is sponsoring upcoming events in April and May. Art is hosting tables. Please contact him if you are interested in attending.

Ryan: Bring a friend to our June meeting on 6/7/24. Let's try to grow our committee and our voice in community.

Meeting adjourned at 12:38 PM.

Consent Agenda I

Audit Committee Report

Background: The Audit Committee met on March 18, 2024. Clark Nuber presented the audit plan for the 2023 audit and 990 preparation. The audit field work is scheduled for May 6th through 9th. The audit report will be presented to The Board of Directors on July 18th. The 990 will be presented to The Board of Directors on October 17th.

Action: Information only/no action required.



**Greater Tacoma Community Foundation
Governance Committee Minutes
March 26, 2024
3:30-5:00 p.m.
In Person, GTCF Board Room**

Governance Committee Members present: Wayne Williams, Richard Woo, Art Wang, Lori Forte-Harnick, Priscilla Lisicich, Lyle Quasim, Ahlmahz Negash

Governance Committee Members absent: Nathe Lawver

Board Member Guest present: Kitty-Ann van Doorninck

Staff present: Kathi Littmann, Seth Kirby, Anastacia Lamb

Welcome: Wayne Williams called the meeting to order at 3:36pm.

2024 Governance Workplan: Wayne provided an overview of the updated work plan. Several items have been completed. We need to review charters for alignment with our strategic framework. The group discussed approaches. Art suggested that each committee make recommendations to Governance. Kathi shared that it's important for each committee to understand their role in Enterprise Risk Management. The group agreed that Wayne, Kathi, and Seth would work on gathering an ad hoc committee to review further.

The committee discussed current bylaws, gaps/ priorities, and revisited terms. Kathi invited perspective around whether to amend by-laws to accommodate more members, so we can have larger diversity, with a max of 23 or 25 members. Currently we have 21 members. Lori agreed with this approach.

2025 New Board Member Cohort:

- Wayne invited conversation around further Board engagement. Lori shared that having newer Board Members share recruiting experiences from other Boards could give us perspective on what we could do differently.
- Seth and Kathi provided an overview of the current Board recruitment pipeline including Dr. Sheila Lange and Jun Chea. The group discussed other 2023 nominees who are unavailable or not the right fit for GTCF's needs. We want to get as big a pool as possible. Need to fill for both skill set and diverse representation.

2025 Executive Committee Recruitment: The Committee talked about how we can make the process more streamlined and transparent for Officers and Executive Committee members.

- **Suggestions:** Make sure that people know what the duties are of the Executive Committee. Have current Board Member nominate others for Exec positions. Since we are talking about eco-system mapping and survey at the retreat, after

that we should call for nominations at the July meeting.

- Richard noted that the level of complexity in the Governance Committee's work is like the strategic framework. We are creating a community of trust. This board is very different than other boards out there. We need to extend the purpose of GTCF out in the community.

Preview Ecosystem Survey & Map

- Wayne prefaced the conversation with the need for making our ecosystem process and mapping consistent. Wayne offered a reminder that our ecosystem survey and new board member recruitment processes will always include a review of the candidate data base from the previous year's ecosystem survey.
- Seth shared that priority skills, demographics, and experiences will be highlighted on the 2024 version. Please share feedback by end of week on draft survey. We will share will Board and Staff following the Board retreat.

Update on 2024 New Board Member Onboarding

- Ahlmahz shared that she reached out in February and almost all Board Mentors & Members have met. New Board Members are curious and leaning in.
- Kathi reminded the group that there are lots of different ways to serve. Most are engaged at the committee level.
- Regarding Board meeting attendance, Lori reflected that the Board seat is a seat of responsibility. It is a weakness if the person is not a part of Board conversations.
- Kathi suggested this if we don't really mean it, we should reflect in the bylaws.

New Business

- Richard talked about his and Priscilla's participation in the Bridging Differences Leadership Cohort that starts in April. This is a national program for 9 months sponsored by the Council on Foundations. They will represent GTCF and report back what they are learning and sharing.

No Executive Session and Meeting Adjourned at 4:50 pm

Next Steps:

- Wayne and Kathi will schedule an ad hoc bylaw review.
- Seth will share eco-system mapping survey out to Governance members for input. Will go out to Board and Committees after the April Retreat.
- Seth will provide a draft Officer and Executive Committee recruitment timeline and process for input. Governance Committee will ask for nominations for the 2025 Executive Officers at the July Board Meeting.
- Governance Committee will further discuss all committee charter review after the July Board Meeting.
- Ahlmahz will continue to check-in with Board Mentors about onboarding.

Consent Agenda I



Greater Tacoma Community Foundation
Executive Committee Minutes
April 4, 2024
2:00 pm- 3:00 pm Via ZOOM

In attendance:

Wayne Williams

Priscilla Lisicich

Ahlmahz Negash

Kitty-Ann van Doorninck

Kathi Littmann

CC: Lori Forte Harnick

Wayne Williams welcomed the committee at 2:00. Committee shared some community updates:

- Ahlmahz asked for update on Community First development. Kathi shared out conversation with Duke Paulson & Bruce Dammeier recently. Project has successfully resolved each of the permitting hurdles to date, and D. Paulson has done an extraordinary job of meeting fundraising needs. Tacoma Rescue Mission was able to acquire an additional 3.5 acres via an estate opportunity adjacent to the current site that will enable full development while avoiding adjacent wetlands and maintaining sufficient set back to create a visual barrier for the community.
- Priscilla noted that the B-25 committee is on track to award 40 grants (with 9 of the grantees members of the committee). The B-25 committee appreciated the ability to use the Implicit Bias training tool that Kathi recommended from the Yield/Open Call grant process. Priscilla noted that the committee is working with United Way to align the goal of reducing childhood poverty by 25% / 2025, with 3 policy recommendations to the County. Looking particularly at income tax credits.

Information / Discussion: April 19/20 Board Meeting & Retreat Agenda

- Brief Board meeting will be held at 5:00pm for business items before adjourning to reception/dinner. Structure will be casual facilitation at tables around topics leading into the Sat. retreat, with plenty of time for conversation & connections.
- Saturday will prioritize Board governance roles via committee structure, activating the connections & networks of our diverse Board, and tying it all together around the north star of our strategic framework.
- No pre-read or prep will be needed by Board attendees.

Information / Discussion: Feedback to Governance Committee

The Committee discussed clarifying the roles of Executive vs Governance Committee.

- Clarified that Exec sits in the space of overall Board management, aligning focus on strategic framework implementation and organizational sustainability. The Exec Committee is focused on Educating + Empowering Board members on their unique role as GTCF Board members.
- The Governance work is the implementation arm of the Board, aligning diverse participation in Board and Committee work with the strategic framework and organizational stability. Governance focuses on Engaging + Retaining diverse Board and committee members representative of Pierce County.

Consent Agenda I

- The individual Executive Committee roles are not widely understood by all Board and committee members; need to make sure this is understood in the context of overall Board culture and connection, enterprise risk management across committees, and recruiting future Board leadership.
- The committee concluded that it was important for the Chair to serve 2 years but it was not critical for the Vice-Chair or other roles to serve more than 1 year (with options to stay in individual positions longer). The overall goal is to ensure more Board engagement with the leadership of the Board while recognizing the time required to provide understanding of the Board roles and work.
- Priscilla noted that as the Treasurer her role is ensuring that the financial committees have work plans, tools, and access to information that they need to do their work as well as the ability of the committee chairs to share out what matters to the rest of the Board.
- **Action item:** *Staff is coordinating a working session with Priscilla for the co-chairs of the audit, investment and finance committees for the purpose of discussing their interdependent but distinct work goals, members, and support.*
- The committee discussed possibilities of additional committee chair meetings, general Board training on governance in community foundations, and the relationship of committee work to overall enterprise risk management.
- Kathi noted that we have offered training programs in the past that were not attended; perhaps there was not specific language around the Board role vs just knowledge in general.
- Wayne suggested more Fireside Chats; The 2023 occasion was well attended, and good connective engagement for the Board members.
- **Action item:** *Staff will work with Wayne to lay out a series of optional community learnings specifically for Board point of view.*
- **Action item:** *Wayne will move forward with more Fireside Chats.*
- Kathi noted that staff and other committee members want to be included in the ecosystem mapping for potential Board recruitment. (We will be working on the ecosystem mapping at/after the Board retreat.)
- Kathi also noted that the GTCF bylaws need to be updated, including update of Executive Committee roles.

Just for information, the 2024 Committee Chairs are:

- Ryan Mello, Ambassador
- Scott Limoli, co-chair Audit
- Jeanette Roatch, co-chair Audit
- Pamela, Transue, co-chair Alumni
- Kit Severson, co-chair Alumni
- Lori Forte Harnick, Executive
- Wayne Williams, Governance
- Gary Brooks, co-chair Investment
- Jacques Colon, co-chair Investment
- Kim Fisher, Complex Gifts Acceptance

Information / Discussion: CEO Evaluation process

Kathi expressed appreciation for the 2023 evaluation process and feedback.

Noted that Lori and Kathi discussed potential additional metrics for next year, recognizing that there are pros/cons for every evaluation approach.

Consent Agenda I

Kathi noted that the comparison data that Mo assembles each year on compensation & benefits is one important data point (but not the only data point), used for all staff evaluation & compensation updates.

Committee will continue conversation about potential additional methods/data for evaluation for 2024 process.

Committee did not get to the following agenda items:

Information / Discussion: Quick review of staffing needs & outreach

Meeting was adjourned at 3:05 pm.

Key Dates

Board Meeting/Retreat April 19 5:00 – 9:00 pm Silver Cloud Pt Ruston

Board Retreat April 20 8:30 – 3:30 Titlow Lodge

Remaining Executive Committee Meeting Schedule for 2024

- June 27 2:00-3:00 PM
- October 3 2:00-3:00 PM
- December 5 2:00-3:00 PM

Consent Agenda II

Ratify Grants and Scholarships

Action: It is recommended that the Board of Directors ratify the President-approved grant and scholarship distributions made from 2/01/2024 -03/31/2024 where a total of 74 grants were awarded from the following funds:

Summary	Total
Designated	\$197,005.93
Field of Interest	\$207,220.00
Other Community Foundations	\$84,400.00
Organization/Agency	\$383,614.87
Scholarships	\$4,500.00
Donor-Advised	\$532,600.00
Designated for Purpose	\$9,700.00
Unrestricted	\$10,000.00
Grand Total	\$1,429,040.80

That brings the total number of grants in 2024 to 468 for a value of \$6,266,274.56

Details	Total
Designated	\$197,005.93
Parks on the Foss Campaign Fund-Melanie Dressel	
Metro Parks Tacoma	
<i>To Close Out Fund</i>	\$2,067.24
Elmquist Family Trust	
Rescue Mission	
<i>General Operating Support</i>	\$1,650.00
The Salvation Army	
<i>General Operating Support</i>	\$1,650.00
Edchoice, Inc	
<i>General Operating Support</i>	\$1,650.00
Lutheran World Relief	
<i>General Operating Support</i>	\$1,650.00
James H. Wiborg Memorial Fund	
R. Merle Palmer Minority Scholarship Foundation	
<i>Scholarships for Pierce County High School Graduates with a preference for students Studying STEM</i>	\$1,000.00
Friends of Lakewold Endowment Fund	
Lakewold Gardens	
<i>General Operating Support</i>	\$160,500.00
Lee Belas International Fund	
Rotary District 5020	
<i>Lee Belas International Scholarship for Exchange Student(s) Studying Outside the U.S.</i>	\$3,000.00
Amateur Athletics / Tacoma Pierce County Sports Commission Operating Fund	
Travel Tacoma - Mt Rainier Tourism and Sports	
<i>General Operating</i>	\$23,838.69
Field of Interest	\$207,220.00
Donald R. and Mary E. Williams Horticulture Fund	
George Weyerhaeuser Pacific Rim Bonsai Collection	
<i>General Operating - Year 1 of 3</i>	\$125,000.00
Donald R. and Mary E. Williams Arts Fund	
BYTM (Building Youth Through Music) DBA WayOut Kids	
<i>Juneteenth Event at Stewart Heights Park</i>	\$7,000.00
Earl W. Veverka Fund	
Sound Outreach	
<i>Invoice FES112026 "Warm Fund" reimbursement (Nov)</i>	\$230.00
<i>Invoice TBC02.29.28 "Warm Fund" reimbursement (FEB)</i>	\$460.00
<i>Invoice THA01.2025 "Warm Fund" reimbursement (Dec & Jan)</i>	\$230.00
City of Tacoma - Tacoma Public Utilities	
<i>Warm Fund Reimbursement (10/09/23 - 03/17/24)</i>	\$10,800.00
Equitable Housing Fund	
Shiloh Baptist Church	
<i>Support Affordable Housing Capacity and Expansion</i>	\$25,000.00
Sue D. Nilsson Endowment Fund	
Sue D. Nilsson Endowment Fund (D)	
<i>Nilsson Allocation</i>	\$9,625.00
Sue D. Nilsson Endowment Fund (H)	
<i>Nilsson Allocation</i>	\$14,437.50
Sue D. Nilsson Endowment Fund (E)	
<i>Nilsson Allocation</i>	\$14,437.50
Other Community Foundations	\$84,400.00
The Anne Lee Donor Advised Fund	
Jefferson Community Foundation	
<i>KCPT-matching grant funds for capital improvement of technical equipment</i>	\$5,000.00

Doug and Nancy Van Allen Donor Advised Fund	
Jefferson Community Foundation	
<i>ConsRprts-300, ECHHO-300, KCPT-300, Centrum-300, JCFarmMkts-1,000, NWMC-300, JCMasterGrdner-1000; JCFops-1000 AmerFrmIPNW-1000, PTMSC-400, JLT-1000, NWA-500, OSU Organic Growers Club 250</i>	\$7,650.00
Rotary Club of Port Townsend Legacy Fund	
Jefferson Community Foundation	
<i>Annual Distribution for the Rotary Club of Port Townsend Legacy Fund</i>	\$500.00
Jane and Michael Armstrong Family Fund	
Jefferson Community Foundation	
<i>HSN</i>	\$5,000.00
<i>JCF Ops</i>	\$2,500.00
The Tributary Fund	
Jefferson Community Foundation	
<i>Focus on Book Arts</i>	\$1,000.00
<i>Brinnon Group</i>	\$250.00
Hagan Marlow Non Endowed Donor Advised Fund	
Jefferson Community Foundation	
<i>Centrum</i>	\$1,000.00
<i>NWA to cover the cost of wiring up the inline water heater in building 324</i>	\$1,000.00
<i>NWMC</i>	\$500.00
Herb and Kathe Cook Fund	
Jefferson Community Foundation	
<i>HSN</i>	\$10,000.00
The Northwind Art Agency Stewardship Fund	
Jefferson Community Foundation	
<i>Moving funds from Northwind Art account to First Federal</i>	\$50,000.00
Organization/Agency	\$383,614.87
The Mustard Seed Project Agency Fund	
The Mustard Seed Project of Key Peninsula	
<i>Quarterly Kitchen/Salary transfer plus Kitchen remodel, ADA Garden Beds Terraform</i>	\$112,407.35
<i>Kitchen Pass Thru Project</i>	\$8,157.52
The Mustard Seed Project Benevolence Fund	
The Mustard Seed Project of Key Peninsula	
<i>Paul Stoner--2 months of Village Rent</i>	\$10,350.00
<i>USDA Loan Payment plus Operating Cushion</i>	\$225,500.00
Friends of Lakewold Agency Endowment Fund	
Lakewold Gardens	
<i>General Operating Support</i>	\$25,500.00
Great Peninsula Conservancy Stewardship Endowment Fund	
Great Peninsula Conservancy	
<i>General Operating Support</i>	\$1,700.00
Scholarships	\$4,500.00
Richard and Mary Foege Fund	
Tacoma Community College Foundation	
<i>Andre Stout African American Scholarship</i>	\$1,266.54
Concordia Christian Academy	
<i>Brock Lewis Foege Memorial Scholarship</i>	\$1,266.92
Luther Seminary	
<i>Scholarship Fund</i>	\$1,266.54
Mike Welch Memorial Scholarship Fund	
O'Dea High School	
<i>Mike Welch Memorial Scholarship</i>	\$700.00
Donor-Advised	\$532,600.00
Acorn 23 Fund	
Greentrike	
<i>Unrestricted</i>	\$10,000.00
Positivi-Tee	
<i>PositiviTee Program</i>	\$15,000.00
King's Way Christian Schools	
<i>To honor Mary Carlson</i>	\$2,500.00
Nancy & Bill Smith Family Charitable Fund	
Tacoma Community College Foundation	
<i>Reach Higher Fund Raiser 2024</i>	\$5,000.00
Young Life	
<i>In Remembrance of Carrie Jo Snyder Young Life Capernaum</i>	\$5,000.00
Mark Cockerill and Marie Kennedy Fund	
Food Backpacks 4 Kids	
<i>You are doing great things. We love the farm idea. Use the money as you see best.</i>	\$1,000.00
Sycamore Tree Fund	
First Baptist Church of Oregon City	
<i>For the General Fund requested by Karin V. Hunt, Fund Advisor, on behalf of the Sycamore Tree Fund</i>	\$250.00
Todd and Teresa Silver Fund	
Tacoma Pierce County Habitat for Humanity	
<i>Building Hope Welcome Home Campaign</i>	\$250,000.00

Kent and Linda Roberts Fund	
Greentrike	
Annual RTP Gala - Program Operations	\$2,500.00
The Tucci Family Endowment Fund	
L'Arche Tahoma Hope Community	
Building remodel	\$15,000.00
Sisters of the Holy Names of Jesus and Mary, US - Ontario Province	
The best need	\$2,000.00
Brooks Family Fund	
Shanaman Sports Museum Tacoma Pierce County	
For Tribute to Champions event	\$500.00
Wold Family Fund	
Habitat for Humanity of Seattle-King County	
For the Purchase of Property in Cle Elum for Affordable Housing Development	\$50,000.00
Ann and Peter Darling Fund	
Tacoma Art Museum	
Unrestricted	\$3,000.00
Friends of 88.5 FM - KNKX	
Unrestricted	\$500.00
Classical King FM 98.1	
Unrestricted	\$250.00
Cascade PBS (formerly KCTS Channel 9)	
Unrestricted	\$250.00
KBTC Association	
Unrestricted	\$250.00
The Barrett/Meeder Legacy Fund	
Boys & Girls Clubs of South Puget Sound	
Area of greatest need	\$1,000.00
Tacoma Youth Symphony Association	
Unrestricted gift	\$1,000.00
Symphony Tacoma	
Unrestricted gift.	\$2,000.00
Larry and Mimi Green Endowment Fund	
Tubac Center of the Arts	
Annual Fund	\$1,000.00
John G. Merry Fund	
St. Leo Food Connection	
General Operating Support	\$500.00
George and Dorothy Babare Family Fund	
YMCA of Pierce and Kitsap Counties	
New YMCA on Pearl Street Capital Campaign	\$100,000.00
John and Rebecca Dobler Legacy Fund	
Charles Wright Academy	
For Charles Wright Academy Athletics Only	\$25,000.00
Gig Harbor Wildlife Rescue	
Unrestricted	\$25,000.00
Peach Family Foundation Fund	
Washington Farmland Trust	
Unrestricted	\$4,100.00
Bruce W. Gilpin Memorial Charitable Fund	
Pacific Pug Rescue	
Unrestricted	\$5,000.00
The Asher House	
Unrestricted	\$5,000.00
Designated for Purpose	\$9,700.00
Tacoma Education Dream Fund	
Asia Pacific Cultural Center	
Unrestricted	\$1,000.00
Tacoma Black Fund	
Vision Step Team	
Girl's Empowerment Group Aimed to Grow Phenomenal Women Who Can Live Extraordinary Lives	\$8,700.00
Unrestricted	\$10,000.00
Strategic Impact Discretionary Fund	
Philanthropy Northwest	
Support PNW General Operating Capaign	\$10,000.00
Grand Total	\$1,429,040.80

Spotlight on Strategic Impact (President's Discretionary Fund)

Details	Total
Unrestricted	\$10,000.00
Strategic Impact Discretionary Fund	
Philanthropy Northwest	
Support PNW General Operating Capaign	\$10,000.00
Grand Total	\$10,000.00



Date: April 19, 2024

To: GTCF Board of Directors

From: Seth Kirby, Chief Impact Officer & Stacey Guadnola, Chief Philanthropy Officer

Background:

After significant planning, design, legal review, and due diligence, we recommend fund variance for 12 scholarships and 2 other funds. These 14 funds do not have a living donor or Fund Advisor and:

- Are not 20 years old
- And/or are more than \$107,000

After Board approval, the documents will be sent to the Attorney General who will review as required in [RCW 24.03A.190](#).

We recommend variance to convert 4 additional funds from endowed to non-endowed, so GTCF can make a final grant distribution at request of the living Fund Advisor. These funds do not need to go through Attorney General review.

The attached fund addenda include detailed information about the proposed changes. Administration plans are individually designed to further original donor intent and provide the flexibility to remain relevant and responsive to evolving community education access needs.

Action:

It is recommended that the GTCF Board of Directors approve a variance to the following funds:

1. Anna M. Rundquist Scholarship Fund
2. Belle S. Smith Fund
3. First Jobs White River Hometown Fund
4. Fred O. and Anona Weber Fund
5. Fuchs-Harden Educational Fund #2
6. James E. Frail Lincoln High School Scholarship Fund
7. June Fayette Scholarship Endowment Fund
8. Lewis A. Ide Scholarship Fund
9. Richard and Mary Foege Fund
10. William W. Kilworth Fund
11. Dr. Hsushi Yeh Fund
12. The Yeh Fund

Consent Agenda III

13. Vinod K. Rajpaul Endowed Fund
14. Earl W. Veverka Endowed Fund
15. Dick Hannula Scholarship Fund
16. Sergeant Michael T. Washington Fund
17. Victor L. Lyon and Elise W. Lyon Fund
18. We Live for Each Other Fund



Fund Addendum Binding Agreement per RCW 24.03A.195

This Addendum supersedes any previous agreement on file at GTCF

Existing Fund Information		
Fund Name	Year Est.	02/2024 Fund Balance
Anna M. Rundquist Memorial Fund (“Fund”)	1986	\$250,091
<p>Fund Type: Scholarship</p> <p>Endowment Status: Endowed</p> <p>Scholarship Recipient: Students from Tacoma Community College, Highline Community College, or Olympic College</p> <p>Education Access Partner: Pacific Lutheran University</p> <p>Administration Fee: 2%</p> <p>Fund Description: The Anna M. Rundquist Memorial Fund supports nursing students at Pacific Lutheran University who have transferred from Tacoma Community College, Highline Community College, or Olympic College, and who are continuing their nursing studies, contingent on satisfactory reporting.</p>		
Updated Fund Information		
<p>Pursuant to the following Fund Addendum and Binding Agreement per RCW 24.03A.195, the Parties agree and authorize GTCF to convert this fund to the following and send an annual grant per the information below:</p>		
Fund Name*	Year Est	02/2024 Fund Balance
Anna M. Rundquist Memorial Fund	1986	\$250,091
<p>Fund Type: Designated</p> <p>Endowment Status: Endowed</p> <p>Grant Amount: Annual Available to Spend</p> <p>Designee: Pacific Lutheran University</p> <p>Grant Purpose*: Education access for nursing students (*Information sent to Designee)</p> <p>Administration Fee: 1.75%</p> <p>Fund Description:</p>		

The Anna M. Rundquist Memorial Fund supports education access for Pacific Lutheran University Nursing students.

This Fund Addendum and Binding Agreement per RCW 24.03A.195 (“Agreement”) is entered into by and among the Greater Tacoma Community Foundation (“GTCF”) and the Attorney General of the State of Washington (“AGO”) (each a “Party” and, together, the “Parties”).

Recitals

A. Fund. The Fund was established under the Agreement Establishing the Anna M. Rundquist Memorial Fund of the Greater Tacoma Community Foundation dated January 1, 1990, the Nonjudicial Dispute Resolution Agreement dated December 28, 1989, and the Last Will and Testament of May R. Winegar dated August 29, 1961 (collectively, the “Fund Agreements”).

B. Charitable Purpose. The Fund currently supports nursing students at Pacific Lutheran University who have transferred from Tacoma Community College, Highline Community College, or Olympic College, and who are continuing their nursing studies, contingent on satisfactory reporting.

C. Modification. The Parties wish to modify the restrictions on the Fund pursuant to RCW 24.03A.195 to further the charitable purpose of the Fund, without court proceedings, and pursuant to the terms and conditions of this Agreement.

Agreement

Now, therefore, to further the charitable purposes of the Fund, the Parties to this Agreement agree as follows:

1. Modification. Pursuant to RCW 24.03A.195, the Fund is hereby modified such that none of the Fund Agreements or their terms, conditions and restrictions shall have any further force or effect with respect to the Fund. Henceforth, the Fund shall be administered as a designated fund of GTCF to support education access for Pacific Lutheran University nursing students as set forth herein and, in particular, as set forth in the section entitled “Updated Fund Information” above.

2. RCW 24.03A.195(3), (4). For purposes of RCW 24.03A.195(3), the Parties confirm, covenant and agree that the modification to the management and investment of the Fund is appropriate because, due to circumstances not anticipated by the donor, modification will further the charitable purposes of the Fund. Moreover, enforcement of the restrictions contained in the Fund Agreements has become impracticable and wasteful, and further impairs the management and investment of the Fund. For purposes of RCW 24.03A.195(4), the Parties confirm, covenant and agree that modification to the charitable purpose of the Fund is appropriate because the Fund’s current purpose has become impracticable and wasteful.

3. Distributions. Distributions from the Fund are governed by GTCF’s spending policy. GTCF reserves the right to change the spending policy at its discretion within the parameters established by law. The current spending policy may be found online at: www.gtcf.org/about/financial-information.

4. Variance Power. GTCF may modify any recommendation or condition on distribution from a fund for any specified charitable purpose or to any specified charitable organization if, in the sole judgment of GTCF, such recommendation or condition becomes unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community.

Consent Agenda III

5. Waiver of Notice of Filing. The Parties hereby authorize the filing of this Agreement by GTCF with the Superior Court of Pierce County for the State of Washington (“Court”) pursuant to RCW 24.03A.195(6) and hereby waive any notice of such filing. The Parties stipulate that, to the best of their knowledge, there are no other interested persons entitled to such notice.

6. Binding Effect. This Agreement is a nonjudicial binding agreement. Upon the filing of this Agreement with the Court, this Agreement shall be deemed approved by the Court and will be the equivalent to a final court order binding on all persons interested in the Fund, as described in RCW 24.03A.195(6). This Agreement shall be binding upon the assigns, legal representatives, or other successors in the interest of the Parties. Each Party hereto covenants and agrees that the terms hereof shall be enforceable as a nonjudicial binding agreement and shall be further enforceable as an executory contract. Each Party acknowledges receipt of sufficient consideration for the enforcement of the promises contained herein. Each Party acknowledges that it has conducted such investigation of the facts and circumstances as are appropriate.

7. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Washington. Venue of any action in connection with this Agreement shall lie in Pierce County, Washington, in GTCF’s sole discretion.

8. Counterparts. This Agreement may be executed in counterparts, all of which together shall be deemed to be one original, even if the Parties have not executed the same original. Facsimile transmission or email transmission of any signed original document, and retransmission of any signed facsimile transmission or email document, shall be the same as delivery of an original. Electronic signatures shall constitute valid signatures.

9. Attorney General. Nothing in this agreement limits the authority of the AGO to enforce the Charitable Trust Act, chapter 11.110 RCW, and related laws.

It is so AGREED:

Greater Tacoma Community Foundation:

Attorney General of the State of Washington:

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____



Fund Addendum Binding Agreement per RCW 24.03A.195

This Addendum supersedes any previous agreement on file at GTCF

Existing Fund Information		
Fund Name	Year Est.	02/2024 Fund Balance
Belle S. Smith Fund (“Fund”)	1986	\$854,112
<p>Fund Type: Scholarship</p> <p>Endowment Status: Endowed</p> <p>Scholarship Recipient: Students from the Peninsula School District</p> <p>Education Access Partner: Peninsula School District High Schools</p> <p>Administration Fee: 2%</p> <p>Fund Description: The Belle S. Smith Fund was established in 1986 to provide awards of at least \$750 to support up to four Peninsula School District graduates who desire and intend to seek a college education at an accredited school. Recipients must demonstrate financial need and scholastic ability. Personality and general background shall also be considered.</p>		
Updated Fund Information		
<p>Pursuant to the following Fund Addendum and Binding Agreement per RCW 24.03A.195, the Parties agree and authorize GTCF to convert this fund to the following and send an annual grant per the information below:</p>		
Fund Name*	Year Est	02/2024 Fund Balance
Belle S. Smith Fund	1986	\$854,112
<p>Fund Type: Designated</p> <p>Endowment Status: Endowed</p> <p>Grant Amount: Annual Available to Spend</p> <p>Designee: Peninsula School District</p> <p>Grant Purpose*: Education access for Peninsula School District students (*Information sent to Designee)</p> <p>Administration Fee: 1.75%</p> <p>Fund Description:</p>		

Consent Agenda III

The Belle S. Smith Fund was established in 1986 to support education access for Peninsula School District students.

This Fund Addendum and Binding Agreement per RCW 24.03A.195 (“Agreement”) is entered into by and among the Greater Tacoma Community Foundation (“GTCF”) and the Attorney General of the State of Washington (“AGO”) (each a “Party” and, together, the “Parties”).

Recitals

A. Fund. The Fund was established under the Agreement Establishing the Belle S. Smith Fund of the Greater Tacoma Community Foundation dated January 1, 1990, the Nonjudicial Dispute Resolution Agreement dated November 28, 1989, and the Last Will and Testament of Belle S. Smith (collectively, the “Fund Agreements”).

B. Charitable Purpose. The Fund currently supports Peninsula School District graduates who desire and intend to seek a college education at an accredited school.

C. Modification. The Parties wish to modify the restrictions on the Fund pursuant to RCW 24.03A.195 to further the charitable purpose of the Fund, without court proceedings, and pursuant to the terms and conditions of this Agreement.

Agreement

Now, therefore, to further the charitable purposes of the Fund, the Parties to this Agreement agree as follows:

1. Modification. Pursuant to RCW 24.03A.195, the Fund is hereby modified such that none of the Fund Agreements or their terms, conditions and restrictions shall have any further force or effect with respect to the Fund. Henceforth, the Fund shall be administered as a designated fund of GTCF to support education access for Peninsula School District students as set forth herein and, in particular, as set forth in the section entitled “Updated Fund Information” above.

2. RCW 24.03A.195(3), (4). For purposes of RCW 24.03A.195(3), the Parties confirm, covenant and agree that the modification to the management and investment of the Fund is appropriate because, due to circumstances not anticipated by the donor, modification will further the charitable purposes of the Fund. Moreover, enforcement of the restrictions contained in the Fund Agreements has become impracticable and wasteful, and further impairs the management and investment of the Fund. For purposes of RCW 24.03A.195(4), the Parties confirm, covenant and agree that modification to the charitable purpose of the Fund is appropriate because the Fund’s current purpose has become impracticable and wasteful.

3. Distributions. Distributions from the Fund are governed by GTCF’s spending policy. GTCF reserves the right to change the spending policy at its discretion within the parameters established by law. The current spending policy may be found online at: www.gtcf.org/about/financial-information.

4. Variance Power. GTCF may modify any recommendation or condition on distribution from a fund for any specified charitable purpose or to any specified charitable organization if, in the sole judgment of GTCF, such recommendation or condition becomes unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community.

Consent Agenda III

5. Waiver of Notice of Filing. The Parties hereby authorize the filing of this Agreement by GTCF with the Superior Court of Pierce County for the State of Washington (“Court”) pursuant to RCW 24.03A.195(6) and hereby waive any notice of such filing. The Parties stipulate that, to the best of their knowledge, there are no other interested persons entitled to such notice

6. Binding Effect. This Agreement is a nonjudicial binding agreement. Upon the filing of this Agreement with the Court, this Agreement shall be deemed approved by the Court and will be the equivalent to a final court order binding on all persons interested in the Fund, as described in RCW 24.03A.195(6). This Agreement shall be binding upon the assigns, legal representatives, or other successors in the interest of the Parties. Each Party hereto covenants and agrees that the terms hereof shall be enforceable as a nonjudicial binding agreement and shall be further enforceable as an executory contract. Each Party acknowledges receipt of sufficient consideration for the enforcement of the promises contained herein. Each Party acknowledges that it has conducted such investigation of the facts and circumstances as are appropriate.

7. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Washington. Venue of any action in connection with this Agreement shall lie in Pierce County, Washington, in GTCF’s sole discretion.

8. Counterparts. This Agreement may be executed in counterparts, all of which together shall be deemed to be one original, even if the Parties have not executed the same original. Facsimile transmission or email transmission of any signed original document, and retransmission of any signed facsimile transmission or email document, shall be the same as delivery of an original. Electronic signatures shall constitute valid signatures.

9. Attorney General. Nothing in this agreement limits the authority of the AGO to enforce the Charitable Trust Act, chapter 11.110 RCW, and related laws.

It is so AGREED:

Greater Tacoma Community Foundation:

Attorney General of the State of Washington:

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____



Fund Addendum Binding Agreement per RCW 24.03A.195

This Addendum supersedes any previous agreement on file at GTCF

Existing Fund Information		
Fund Name	Year Est.	02/2024 Fund Balance
First Jobs White River Hometowns Fund (“Fund”)	2014	\$74,372
<p>Fund Type: Scholarship</p> <p>Endowment Status: Non-endowed</p> <p>Scholarship Recipient: Students from White River School District</p> <p>Education Access Partner: never distributed (no scholarship committee created)</p> <p>Administration Fee: 2%</p> <p>Fund Description: The First Jobs White River Hometowns Fund was established in 2014 to support White River High School seniors who plan to attend Bates Technical College. Recipients must demonstrate financial need (qualifying for free or reduced lunch) and have maintained a minimum 2.0 grade point average.</p>		
Updated Fund Information		
Pursuant to the following Fund Addendum and Binding Agreement per RCW 24.03A.195, the Parties agree and authorize GTCF to convert this fund to the following and send an annual grant per the information below:		
Fund Name*	Year Est	02/2024 Fund Balance
First Jobs White River Hometowns Fund	2014	\$74,372
<p>Fund Type: Designated</p> <p>Endowment Status: Non-endowed</p> <p>Grant Amount: distribute ~ \$13K annually for 5 years and sunset fund.</p> <p>Designee: White River School District</p> <p>Grant Purpose*: Education access for White River School District students. Preference to support career and technical education programs. (*Information sent to Designee)</p> <p>Administration Fee: 1.75%</p> <p>Fund Description: To support education access for White River School District students. Preference to support career and technical education programs.</p>		

Consent Agenda III

This Fund Addendum and Binding Agreement per RCW 24.03A.195 (“Agreement”) is entered into by and among the Greater Tacoma Community Foundation (“GTCF”) and the Attorney General of the State of Washington (“AGO”) (each a “Party” and, together, the “Parties”).

Recitals

A. Fund. The Fund was established under the Greater Tacoma Community Foundation Fund Agreement of the First Jobs White River Hometowns Fund dated December 18, 2014 (the “Fund Agreement”).

B. Charitable Purpose. The Fund was established in 2014 to support White River High School seniors who plan to attend Bates Technical College. Recipients must demonstrate financial need (qualifying for free or reduced lunch) and have maintained a minimum 2.0 grade point average.

C. Modification. The Parties wish to modify the restrictions on the Fund pursuant to RCW 24.03A.195 to further the charitable purpose of the Fund, without court proceedings, and pursuant to the terms and conditions of this Agreement.

Agreement

Now, therefore, to further the charitable purposes of the Fund, the Parties to this Agreement agree as follows:

1. Modification. Pursuant to RCW 24.03A.195, the Fund is hereby modified such that the Fund Agreement and its terms, conditions and restrictions shall have no further force or effect with respect to the Fund. Henceforth, the Fund shall be administered as a designated fund of GTCF to support education access for White River School District students, with a preference to support career and technical education programs as set forth herein and, in particular, as set forth in the section entitled “Updated Fund Information” above.

2. RCW 24.03A.195(3), (4). For purposes of RCW 24.03A.195(3), the Parties confirm, covenant and agree that the modification to the management and investment of the Fund is appropriate because, due to circumstances not anticipated by the donor, modification will further the charitable purposes of the Fund. Moreover, enforcement of the restrictions contained in the Fund Agreement has become impracticable and wasteful, and further impairs the management and investment of the Fund. For purposes of RCW 24.03A.195(4), the Parties confirm, covenant and agree that modification to the charitable purpose of the Fund is appropriate because the Fund’s current purpose has become impracticable and wasteful.

3. Distributions. Distributions from the Fund are governed by GTCF’s spending policy. GTCF reserves the right to change the spending policy at its discretion within the parameters established by law. The current spending policy may be found online at: www.gtcf.org/about/financial-information.

4. Variance Power. GTCF may modify any recommendation or condition on distribution from a fund for any specified charitable purpose or to any specified charitable organization if, in the sole judgment of GTCF, such recommendation or condition becomes unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community.

5. Remainder. If GTCF ceases to be a qualified charitable organization, or if GTCF proceeds to dissolve, the assets of the Fund shall, after payment or making provision for payment of any

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liabilities properly chargeable to the Fund, be distributed to Bates Technical College Foundation to be used exclusively for charitable purposes. If Bates Technical College Foundation is not a qualified charitable organization, such assets shall be distributed in such a manner and to such an organization in the Pierce County, Washington community as satisfies the requirements of a qualified charitable organization and serves purposes similar to those of the original underlying donor intent.

6. Waiver of Notice of Filing. The Parties hereby authorize the filing of this Agreement by GTCF with the Superior Court of Pierce County for the State of Washington (“Court”) pursuant to RCW 24.03A.195(6) and hereby waive any notice of such filing. The Parties stipulate that, to the best of their knowledge, there are no other interested persons entitled to such notice.

7. Binding Effect. This Agreement This Agreement is a nonjudicial binding agreement. Upon the filing of this Agreement with the Court, this Agreement shall be deemed approved by the Court and will be the equivalent to a final court order binding on all persons interested in the Fund, as described in RCW 24.03A.195(6). This Agreement shall be binding upon the assigns, legal representatives, or other successors in the interest of the Parties. Each Party hereto covenants and agrees that the terms hereof shall be enforceable as a nonjudicial binding agreement and shall be further enforceable as an executory contract. Each Party acknowledges receipt of sufficient consideration for the enforcement of the promises contained herein. Each Party acknowledges that it has conducted such investigation of the facts and circumstances as are appropriate.

8. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Washington. Venue of any action in connection with this Agreement shall lie in Pierce County, Washington, in GTCF’s sole discretion.

9. Counterparts. This Agreement may be executed in counterparts, all of which together shall be deemed to be one original, even if the Parties have not executed the same original. Facsimile transmission or email transmission of any signed original document, and retransmission of any signed facsimile transmission or email document, shall be the same as delivery of an original. Electronic signatures shall constitute valid signatures.

10. Attorney General. Nothing in this agreement limits the authority of the AGO to enforce the Charitable Trust Act, chapter 11.110 RCW, and related laws.

It is so AGREED:

Greater Tacoma Community Foundation:

Attorney General of the State of Washington:

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____



Fund Addendum Binding Agreement per RCW 24.03A.195

This Addendum supersedes any previous agreement on file at GTCF

Existing Fund Information		
Fund Name	Year Est.	02/2024 Fund Balance
Fred O. and Anona Weber Scholarship Fund ("Fund")	1996	\$130,425
<p>Fund Type: Scholarship</p> <p>Endowment Status: Endowed</p> <p>Scholarship Recipient: Students from Sumner High School</p> <p>Education Access Partner: Sumner High School</p> <p>Administration Fee: 2%</p> <p>Fund Description: The Fred O. and Anona Weber Scholarship Fund was established in 1996 to provide scholarships of at least \$1,000 to Sumner High School seniors. Recipients must plan to attend an accredited vocational school or two- or four-year college and must demonstrate financial need. Awards shall be presented at the Sumner High School annual awards assembly.</p>		
Updated Fund Information		
Pursuant to the following Fund Addendum and Binding Agreement per RCW 24.03A.195, the Parties agree and authorize GTCF to convert this fund to the following and send an annual grant per the information below:		
Fund Name*	Year Est	02/2024 Fund Balance
Fred O. and Anona Weber Fund	1996	\$130,425
<p>Fund Type: Designated</p> <p>Endowment Status: Endowed</p> <p>Grant Amount: Annual Available to Spend</p> <p>Designee: Sumner-Bonney Lake Education Foundation</p> <p>Grant Purpose*: Education access for Sumner-Bonney Lake School District students (*Information sent to Designee)</p> <p>Administration Fee: 1.75%</p> <p>Fund Description: The Fred O. and Anona Weber Fund was established in 1996 to support education access for Sumner-Bonney Lake School District students.</p>		

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This Fund Addendum and Binding Agreement per RCW 24.03A.195 (“Agreement”) is entered into by and among the Greater Tacoma Community Foundation (“GTCF”) and the Attorney General of the State of Washington (“AGO”) (each a “Party” and, together, the “Parties”).

Recitals

A. Fund. The Fund was established under the Agreement Establishing the Fred and Anona Weber Scholarship Fund dated March 29, 1995 and the Last Will and Testament of Fred of Weber dated March 29, 1995 (collectively, the “Fund Agreements”).

B. Charitable Purpose. The Fund currently provide scholarships of at least \$1,000 to Sumner High School seniors. Recipients must plan to attend an accredited vocational school or two- or four-year college and must demonstrate financial need. Awards shall be presented at the Sumner High School annual awards assembly.

C. Modification. The Parties wish to modify the restrictions on the Fund pursuant to RCW 24.03A.195 to further the charitable purpose of the Fund, without court proceedings, and pursuant to the terms and conditions of this Agreement.

Agreement

Now, therefore, to further the charitable purposes of the Fund, the Parties to this Agreement agree as follows:

1. Modification. Pursuant to RCW 24.03A.195, the Fund is hereby modified such that none of the Fund Agreements or their terms, conditions and restrictions shall have any further force or effect with respect to the Fund. Henceforth, the Fund shall be administered as a designated fund of GTCF to support education access for Sumner-Bonney Lake School District students as set forth herein and, in particular, as set forth in the section entitled “Updated Fund Information” above.

2. RCW 24.03A.195(3), (4). For purposes of RCW 24.03A.195(3), the Parties confirm, covenant and agree that the modification to the management and investment of the Fund is appropriate because, due to circumstances not anticipated by the donor, modification will further the charitable purposes of the Fund. Moreover, enforcement of the restrictions contained in the Fund Agreements has become impracticable and wasteful, and further impairs the management and investment of the Fund. For purposes of RCW 24.03A.195(4), the Parties confirm, covenant and agree that modification to the charitable purpose of the Fund is appropriate because the Fund’s current purpose has become impracticable and wasteful.

3. Distributions. Distributions from the Fund are governed by GTCF’s spending policy. GTCF reserves the right to change the spending policy at its discretion within the parameters established by law. The current spending policy may be found online at: www.gtcf.org/about/financial-information.

4. Variance Power. GTCF may modify any recommendation or condition on distribution from a fund for any specified charitable purpose or to any specified charitable organization if, in the sole judgment of GTCF, such recommendation or condition becomes unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community.

5. Waiver of Notice of Filing. The Parties hereby authorize the filing of this Agreement by GTCF with the Superior Court of Pierce County for the State of Washington (“Court”) pursuant to RCW

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24.03A.195(6) and hereby waive any notice of such filing. The Parties stipulate that, to the best of their knowledge, there are no other interested persons entitled to such notice.

6. Binding Effect. This Agreement This Agreement is a nonjudicial binding agreement. Upon the filing of this Agreement with the Court, this Agreement shall be deemed approved by the Court and will be the equivalent to a final court order binding on all persons interested in the Fund, as described in RCW 24.03A.195(6). This Agreement shall be binding upon the assigns, legal representatives, or other successors in the interest of the Parties. Each Party hereto covenants and agrees that the terms hereof shall be enforceable as a nonjudicial binding agreement and shall be further enforceable as an executory contract. Each Party acknowledges receipt of sufficient consideration for the enforcement of the promises contained herein. Each Party acknowledges that it has conducted such investigation of the facts and circumstances as are appropriate.

7. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Washington. Venue of any action in connection with this Agreement shall lie in Pierce County, Washington, in GTCF's sole discretion.

8. Counterparts. This Agreement may be executed in counterparts, all of which together shall be deemed to be one original, even if the Parties have not executed the same original. Facsimile transmission or email transmission of any signed original document, and retransmission of any signed facsimile transmission or email document, shall be the same as delivery of an original. Electronic signatures shall constitute valid signatures.

9. Attorney General. Nothing in this agreement limits the authority of the AGO to enforce the Charitable Trust Act, chapter 11.110 RCW, and related laws.

It is so AGREED:

Greater Tacoma Community Foundation:

Attorney General of the State of Washington:

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____



Fund Addendum Binding Agreement per RCW 24.03A.195

This Addendum supersedes any previous agreement on file at GTCF

Existing Fund Information		
Fund Name	Year Est.	02/2024 Fund Balance
Fuchs-Harden Educational Fund #2 ("Fund")	1993	\$303,493
<p>Fund Type: Scholarship</p> <p>Endowment Status: Endowed</p> <p>Scholarship Recipient: Students from Pierce County</p> <p>Education Access Partner: rotating to Pierce County High Schools</p> <p>Administration Fee: 2%</p> <p>Fund Description: The Fuchs-Harden Educational Fund #2 was established in 1993 through the last will and testament of Anna R. Harden. The fund supports worthy and qualifying students residing in Pierce County who are admitted to and who maintain a satisfactory grade point average at an accredited college or university in courses leading to a college degree. This scholarship award rotates each year between high schools throughout Pierce County.</p>		
Updated Fund Information		
<p>Pursuant to the following Fund Addendum and Binding Agreement per RCW 24.03A.195, the Parties agree and authorize GTCF to convert this fund to the following and send an annual grant per the information below:</p>		
Fund Name*	Year Est	02/2024 Fund Balance
Fuchs-Harden Educational Fund #2	1993	\$303,493
<p>Fund Type: Designated</p> <p>Endowment Status: Endowed</p> <p>Grant Amount: Annual Available to Spend</p> <p>Designee: Greater Tacoma Community Foundation</p> <p>Grant Purpose*: To support education access (*Information sent to Designee)</p> <p>Administration Fee: 1.75%</p> <p>Fund Description: The Fuchs-Harden Educational Fund #2 was established in 1993 to support education access in Pierce County.</p>		

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This Fund Addendum and Binding Agreement per RCW 24.03A.195 (“Agreement”) is entered into by and between the Greater Tacoma Community Foundation (“GTCF”), the Attorney General of the State of Washington (“AGO”), the Roman Catholic Archdiocese of Seattle, Washington, and Sisters of Visitation (each a “Party” and, together, the “Parties”).

Recitals

A. Fund. The Fund was established under the Nonjudicial Dispute Resolution Agreement dated June 30, 1993, and the Agreement Establishing the Fuchs-Harden Educational Fund No. 2 of the Greater Tacoma Community Foundation dated June 30, 1993 (collectively, the “Fund Agreements”).

B. Charitable Purpose. The Fund currently supports worthy and qualifying students residing in Pierce County who are admitted to and who maintain a satisfactory grade point average at an accredited college or university in courses leading to a college degree. This scholarship award rotates each year between high schools throughout Pierce County.

C. Modification. The Parties wish to modify the restrictions on the Fund pursuant to RCW 24.03A.195 to further the charitable purpose of the Fund, without court proceedings, and pursuant to the terms and conditions of this Agreement.

Agreement

Now, therefore, to further the charitable purposes of the Fund, the Parties to this Agreement agree as follows:

1. Modification. Pursuant to RCW 24.03A.195, the Fund is hereby modified such that none of the Fund Agreements or their terms, conditions and restrictions shall have any further force or effect with respect to the Fund. Henceforth, the Fund shall be administered as a designated fund of GTCF to support education access as set forth herein and, in particular, as set forth in the section entitled “Updated Fund Information” above.

2. RCW 24.03A.195(3), (4). For purposes of RCW 24.03A.195(3), the Parties confirm, covenant and agree that the modification to the management and investment of the Fund is appropriate because, due to circumstances not anticipated by the donor, modification will further the charitable purposes of the Fund. Moreover, enforcement of the restrictions contained in the Fund Agreements has become impracticable and wasteful, and further impairs the management and investment of the Fund. For purposes of RCW 24.03A.195(4), the Parties confirm, covenant and agree that modification to the charitable purpose of the Fund is appropriate because the Fund’s current purpose has become impracticable and wasteful.

3. Distributions. Distributions from the Fund are governed by GTCF’s spending policy. GTCF reserves the right to change the spending policy at its discretion within the parameters established by law. The current spending policy may be found online at: www.gtcf.org/about/financial-information.

4. Variance Power. GTCF may modify any recommendation or condition on distribution from a fund for any specified charitable purpose or to any specified charitable organization if, in the sole judgment of GTCF, such recommendation or condition becomes unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community.

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5. Remainder. If GTCF ceases to be a qualified charitable organization, or if GTCF proceeds to dissolve, the assets of the Fund shall, after payment or making provision for payment of any liabilities properly chargeable to the Fund, be distributed, in equal shares, to those of the following which are qualified charitable organizations: St. Ann Catholic Church and Visitation Sisters. If both St. Ann Catholic Church and Visitation Sisters are not qualified charitable organizations, such assets shall be distributed in such a manner and to such an organization in the Pierce County, Washington community as satisfies the requirements of a qualified charitable organization and serves purposes similar to those of the original underlying donor intent.

6. Waiver of Notice of Filing. The Parties hereby authorize the filing of this Agreement by GTCF with the Superior Court of Pierce County for the State of Washington (“Court”) pursuant to RCW 24.03A.195(6) and hereby waive any notice of such filing. The Parties stipulate that, to the best of their knowledge, there are no other interested persons entitled to such notice.

7. Binding Effect. This Agreement This Agreement is a nonjudicial binding agreement. Upon the filing of this Agreement with the Court, this Agreement shall be deemed approved by the Court and will be the equivalent to a final court order binding on all persons interested in the Fund, as described in RCW 24.03A.195(6). This Agreement shall be binding upon the assigns, legal representatives, or other successors in the interest of the Parties. Each Party hereto covenants and agrees that the terms hereof shall be enforceable as a nonjudicial binding agreement and shall be further enforceable as an executory contract. Each Party acknowledges receipt of sufficient consideration for the enforcement of the promises contained herein. Each Party acknowledges that it has conducted such investigation of the facts and circumstances as are appropriate.

8. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Washington. Venue of any action in connection with this Agreement shall lie in Pierce County, Washington, in GTCF’s sole discretion.

9. Counterparts. This Agreement may be executed in counterparts, all of which together shall be deemed to be one original, even if the Parties have not executed the same original. Facsimile transmission or email transmission of any signed original document, and retransmission of any signed facsimile transmission or email document, shall be the same as delivery of an original. Electronic signatures shall constitute valid signatures.

10. Attorney General. Nothing in this agreement limits the authority of the AGO to enforce the Charitable Trust Act, chapter 11.110 RCW, and related laws.

It is so AGREED:

Greater Tacoma Community Foundation:

Attorney General of the State of Washington:

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____

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**Roman Catholic Archdiocese of Seattle,
Washington**

Name: _____

Title: _____

Date: _____



Fund Addendum Binding Agreement per RCW 24.03A.195

This Addendum supersedes any previous agreement on file at GTCF

Existing Fund Information		
Fund Name	Year Est.	02/2024 Fund Balance
James E. Frail Lincoln High School Scholarship Fund (“Fund”)	1986	\$229,940
<p>Fund Type: Scholarship</p> <p>Endowment Status: Endowed</p> <p>Scholarship Recipient: Students from Lincoln High School</p> <p>Education Access Partner: Lincoln High School</p> <p>Administration Fee: 2%</p> <p>Fund Description: The James E. Frail Lincoln High School Scholarship Fund was created through the bequest of James E. Frail in 1986 to support worthy, needy, and deserving pupils in the Commercial Department at Lincoln High School. The scholarship is for recipients to complete their high school education or to study Business Administration at an accredited college or university.</p>		
Updated Fund Information		
Pursuant to the following Fund Addendum and Binding Agreement per RCW 24.03A.195, the Parties agree and authorize GTCF to convert this fund to the following and send an annual grant per the information below:		
Fund Name*	Year Est	02/2024 Fund Balance
James E. Frail Fund	1986	\$229,940
<p>Fund Type: Designated</p> <p>Endowment Status: Endowed</p> <p>Grant Amount: Annual Available to Spend</p> <p>Designee: Lincoln High School</p> <p>Grant Purpose*: Education access for Lincoln High School students (*Information sent to Designee)</p> <p>Administration Fee: 1.75%</p> <p>Fund Description: The James E. Frail Fund supports education access for Lincoln High School students.</p>		

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This Fund Addendum and Binding Agreement per RCW 24.03A.195 (“Agreement”) is entered into by and among the Greater Tacoma Community Foundation (“GTCF”) and the Attorney General of the State of Washington (“AGO”) (each a “Party” and, together, the “Parties”).

Recitals

A. Fund. The Fund was established under the Agreement Establishing the James E. Frail Lincoln High School Scholarship Fund of the Greater Tacoma Community Foundation dated January 1, 1990, the Nonjudicial Dispute Resolution Agreement dated December 28, 1989, and the Last Will and Testament of James E. Frail (collectively, the “Fund Agreements”).

B. Charitable Purpose. The Fund currently supports worthy, needy, and deserving pupils in the Commercial Department at Lincoln High School. The scholarship is for recipients to complete their high school education or to study Business Administration at an accredited college or university.

C. Modification. The Parties wish to modify the restrictions on the Fund pursuant to RCW 24.03A.195 to further the charitable purpose of the Fund, without court proceedings, and pursuant to the terms and conditions of this Agreement.

Agreement

Now, therefore, to further the charitable purposes of the Fund, the Parties to this Agreement agree as follows:

1. Modification. Pursuant to RCW 24.03A.195, the Fund is hereby modified such that none of the Fund Agreements or their terms, conditions and restrictions shall have any further force or effect with respect to the Fund. Henceforth, the Fund shall be administered as a designated fund of GTCF to support education access for Lincoln High School students as set forth herein and, in particular, as set forth in the section entitled “Updated Fund Information” above.

2. RCW 24.03A.195(3), (4). For purposes of RCW 24.03A.195(3), the Parties confirm, covenant and agree that the modification to the management and investment of the Fund is appropriate because, due to circumstances not anticipated by the donor, modification will further the charitable purposes of the Fund. Moreover, enforcement of the restrictions contained in the Fund Agreements has become impracticable and wasteful, and further impairs the management and investment of the Fund. For purposes of RCW 24.03A.195(4), the Parties confirm, covenant and agree that modification to the charitable purpose of the Fund is appropriate because the Fund’s current purpose has become impracticable and wasteful.

3. Distributions. Distributions from the Fund are governed by GTCF’s spending policy. GTCF reserves the right to change the spending policy at its discretion within the parameters established by law. The current spending policy may be found online at: www.gtcf.org/about/financial-information.

4. Variance Power. GTCF may modify any recommendation or condition on distribution from a fund for any specified charitable purpose or to any specified charitable organization if, in the sole judgment of GTCF, such recommendation or condition becomes unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community.

5. Waiver of Notice of Filing. The Parties hereby authorize the filing of this Agreement by GTCF with the Superior Court of Pierce County for the State of Washington (“Court”) pursuant to RCW

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24.03A.195(6) and hereby waive any notice of such filing. The Parties stipulate that, to the best of their knowledge, there are no other interested persons entitled to such notice.

6. Binding Effect. This Agreement This Agreement is a nonjudicial binding agreement. Upon the filing of this Agreement with the Court, this Agreement shall be deemed approved by the Court and will be the equivalent to a final court order binding on all persons interested in the Fund, as described in RCW 24.03A.195(6). This Agreement shall be binding upon the assigns, legal representatives, or other successors in the interest of the Parties. Each Party hereto covenants and agrees that the terms hereof shall be enforceable as a nonjudicial binding agreement and shall be further enforceable as an executory contract. Each Party acknowledges receipt of sufficient consideration for the enforcement of the promises contained herein. Each Party acknowledges that it has conducted such investigation of the facts and circumstances as are appropriate.

7. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Washington. Venue of any action in connection with this Agreement shall lie in Pierce County, Washington, in GTCF's sole discretion.

8. Counterparts. This Agreement may be executed in counterparts, all of which together shall be deemed to be one original, even if the Parties have not executed the same original. Facsimile transmission or email transmission of any signed original document, and retransmission of any signed facsimile transmission or email document, shall be the same as delivery of an original. Electronic signatures shall constitute valid signatures.

9. Attorney General. Nothing in this agreement limits the authority of the AGO to enforce the Charitable Trust Act, chapter 11.110 RCW, and related laws.

It is so AGREED:

Greater Tacoma Community Foundation:

Attorney General of the State of Washington:

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____



Fund Addendum Binding Agreement per RCW 24.03A.195

This Addendum supersedes any previous agreement on file at GTCF

Existing Fund Information		
Fund Name	Year Est.	02/2024 Fund Balance
June Fayette Scholarship Endowment Fund (“Fund”)	2009	\$524,100
<p>Fund Type: Scholarship</p> <p>Endowment Status: Endowed</p> <p>Scholarship Recipient: Students from Tacoma School District</p> <p>Education Access Partner: rotating between the High Schools in the Tacoma School District</p> <p>Administration Fee: 2%</p> <p>Fund Description: The June Fayette Scholarship Endowment Fund was established in 2009 through the last will and testament of June Fayette. The fund provides awards of at least \$5,000 to support Tacoma School District seniors who will be enrolling as full-time students at an accredited college or university granting undergraduate or graduate degrees. Recipients shall show excellence in scholarship and grades, evidence of financial need, and U.S. citizenship. Recipients shall generally be students who might not otherwise be financially able to afford further education and generally should not be students who are receiving substantial aid from other sources. This scholarship award rotates each year between the high schools in the Tacoma School District.</p>		
Updated Fund Information		
Pursuant to the following Fund Addendum and Binding Agreement per RCW 24.03A.195, the Parties agree and authorize GTCF to convert this fund to the following and send an annual grant per the information below:		
Fund Name*	Year Est	02/2024 Fund Balance
June Fayette Endowment Fund	2009	\$524,100
<p>Fund Type: Designated</p> <p>Endowment Status: Endowed</p> <p>Grant Amount: Annual Available to Spend</p> <p>Designee: Tacoma School District</p> <p>Grant Purpose*: To support education access for Tacoma Public Schools students. (*Information sent to Designee)</p> <p>Administration Fee: 1.75%</p>		

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Fund Description: The June Fayette Endowment Fund was established in 2009 to support education access for Tacoma Public School students.

This Fund Addendum and Binding Agreement per RCW 24.03A.195 (“Agreement”) is entered into by and among the Greater Tacoma Community Foundation (“GTCF”) and the Attorney General of the State of Washington (“AGO”) (each a “Party” and, together, the “Parties”).

Recitals

A. Fund. The Fund was established under the Last Will and Testament of June A. Fayette dated September 18, 2003 (the “Fund Agreement”).

B. Charitable Purpose. The Fund currently provides awards of at least \$5,000 to support Tacoma School District seniors who will be enrolling as full-time students at an accredited college or university granting undergraduate or graduate degrees. Recipients shall show excellence in scholarship and grades, evidence of financial need, and U.S. citizenship. Recipients shall generally be students who might not otherwise be financially able to afford further education and generally should not be students who are receiving substantial aid from other sources. This scholarship award rotates each year between the high schools in the Tacoma School District.

C. Modification. The Parties wish to modify the restrictions on the Fund pursuant to RCW 24.03A.195 to further the charitable purpose of the Fund, without court proceedings, and pursuant to the terms and conditions of this Agreement.

Agreement

Now, therefore, to further the charitable purposes of the Fund, the Parties to this Agreement agree as follows:

1. Modification. Pursuant to RCW 24.03A.195, the Fund is hereby modified such that the Fund Agreement and its terms, conditions and restrictions shall have no further force or effect with respect to the Fund. Henceforth, the Fund shall be administered as a designated fund of GTCF to support education access for Tacoma Public Schools students as set forth herein and, in particular, as set forth in the section entitled “Updated Fund Information” above.

2. RCW 24.03A.195(3), (4). For purposes of RCW 24.03A.195(3), the Parties confirm, covenant and agree that the modification to the management and investment of the Fund is appropriate because, due to circumstances not anticipated by the donor, modification will further the charitable purposes of the Fund. Moreover, enforcement of the restrictions contained in the Fund Agreement has become impracticable and wasteful, and further impairs the management and investment of the Fund. For purposes of RCW 24.03A.195(4), the Parties confirm, covenant and agree that modification to the charitable purpose of the Fund is appropriate because the Fund’s current purpose has become impracticable and wasteful.

3. Distributions. Distributions from the Fund are governed by GTCF’s spending policy. GTCF reserves the right to change the spending policy at its discretion within the parameters established by law. The current spending policy may be found online at: www.gtcf.org/about/financial-information.

4. Variance Power. GTCF may modify any recommendation or condition on distribution from a fund for any specified charitable purpose or to any specified charitable organization if, in the sole

Consent Agenda III

judgment of GTCF, such recommendation or condition becomes unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community.

5. Waiver of Notice of Filing. The Parties hereby authorize the filing of this Agreement by GTCF with the Superior Court of Pierce County for the State of Washington (“Court”) pursuant to RCW 24.03A.195(6) and hereby waive any notice of such filing. The Parties stipulate that, to the best of their knowledge, there are no other interested persons entitled to such notice.

6. Binding Effect. This Agreement This Agreement is a nonjudicial binding agreement. Upon the filing of this Agreement with the Court, this Agreement shall be deemed approved by the Court and will be the equivalent to a final court order binding on all persons interested in the Fund, as described in RCW 24.03A.195(6). This Agreement shall be binding upon the assigns, legal representatives, or other successors in the interest of the Parties. Each Party hereto covenants and agrees that the terms hereof shall be enforceable as a nonjudicial binding agreement and shall be further enforceable as an executory contract. Each Party acknowledges receipt of sufficient consideration for the enforcement of the promises contained herein. Each Party acknowledges that it has conducted such investigation of the facts and circumstances as are appropriate.

7. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Washington. Venue of any action in connection with this Agreement shall lie in Pierce County, Washington, in GTCF’s sole discretion.

8. Counterparts. This Agreement may be executed in counterparts, all of which together shall be deemed to be one original, even if the Parties have not executed the same original. Facsimile transmission or email transmission of any signed original document, and retransmission of any signed facsimile transmission or email document, shall be the same as delivery of an original. Electronic signatures shall constitute valid signatures.

9. Attorney General. Nothing in this agreement limits the authority of the AGO to enforce the Charitable Trust Act, chapter 11.110 RCW, and related laws.

It is so AGREED:

Greater Tacoma Community Foundation:

Attorney General of the State of Washington:

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____



Fund Addendum Binding Agreement per RCW 24.03A.195

This Addendum supersedes any previous agreement on file at GTCF

Existing Fund Information		
Fund Name	Year Est.	02/2024 Fund Balance
Lewis A. Ide Scholarship Fund (“Fund”)	2006	\$174,876
<p>Fund Type: Scholarship</p> <p>Endowment Status: Endowed</p> <p>Scholarship Recipient: Students from Lincoln High School</p> <p>Education Access Partner: Lincoln High School</p> <p>Administration Fee: 2%</p> <p>Fund Description: The Lewis A. Ide Scholarship Fund was established in 2006 in memory of Lewis Ide, Lincoln High School Class of 1940. The fund provides awards of at least \$1,000 for Lincoln High School seniors. Recipients must have maintained a minimum 2.5 grade point average and intend to pursue vocational technical training at an accredited Washington State school in industrial technology, including: automotive and heavy equipment operation, maintenance, and repair; facilities maintenance; machinist operations; sheet metal or welding technology; computer-assisted drafting; horticulture; and other areas of industrial technology that require a certificate of proficiency and training from a technical school or community college. Preference will be given to students planning to attend Bates or Clover Park Technical Colleges. Students pursuing a degree in industrial technology or vocational teacher training at a four-year college may also apply. Awards shall be presented at the Lincoln High School annual awards assembly.</p>		
Updated Fund Information		
Pursuant to the following Fund Addendum and Binding Agreement per RCW 24.03A.195, the Parties agree and authorize GTCF to convert this fund to the following and send an annual grant per the information below:		
Fund Name*	Year Est	02/2024 Fund Balance
Lewis A. Ide Fund	2006	\$174,876
<p>Fund Type: Designated</p> <p>Endowment Status: Endowed</p> <p>Grant Amount: Annual Available to Spend</p> <p>Designee: Lincoln High School</p> <p>Grant Purpose*: Education access for Lincoln High School students. Preference to support career and technical education programs. (*Information sent to Designee)</p>		

Administration Fee: 1.75%

Fund Description:

The Lewis A. Ide Fund was established in 2006 to support education access for Lincoln High School students. Preference to support career and technical education programs.

This Fund Addendum and Binding Agreement per RCW 24.03A.195 (“Agreement”) is entered into by and among the Greater Tacoma Community Foundation (“GTCF”), the Attorney General of the State of Washington (“AGO”), and Tacoma School District (Tacoma Public Schools Foundation) (each a “Party” and, together, the “Parties”).

Recitals

A. Fund. The Fund was established under the Agreement Establishing the Lewis A. Ide Memorial Scholarship Fund dated December 8, 2006 (collectively, the “Fund Agreements”).

B. Charitable Purpose. The Fund currently provides awards of at least \$1,000 for Lincoln High School seniors. Recipients must have maintained a minimum 2.5 grade point average and intend to pursue vocational technical training at an accredited Washington State school in industrial technology, including: automotive and heavy equipment operation, maintenance, and repair; facilities maintenance; machinist operations; sheet metal or welding technology; computer-assisted drafting; horticulture; and other areas of industrial technology that require a certificate of proficiency and training from a technical school or community college. Preference will be given to students planning to attend Bates or Clover Park Technical Colleges. Students pursuing a degree in industrial technology or vocational teacher training at a four-year college may also apply. Awards shall be presented at the Lincoln High School annual awards assembly.

C. Modification. The Parties wish to modify the restrictions on the Fund pursuant to RCW 24.03A.195 to further the charitable purpose of the Fund, without court proceedings, and pursuant to the terms and conditions of this Agreement.

Agreement

Now, therefore, to further the charitable purposes of the Fund, the Parties to this Agreement agree as follows:

1. Modification. Pursuant to RCW 24.03A.195, the Fund is hereby modified such that none of the Fund Agreements or their terms, conditions and restrictions shall have any further force or effect with respect to the Fund. Henceforth, the Fund shall be administered as a designated fund of GTCF to support education access for Lincoln High School students with a preference to support career and technical education programs as set forth herein and, in particular, as set forth in the section entitled “Updated Fund Information” above.

2. RCW 24.03A.195(3), (4). For purposes of RCW 24.03A.195(3), the Parties confirm, covenant and agree that the modification to the management and investment of the Fund is appropriate because, due to circumstances not anticipated by the donor, modification will further the charitable purposes of the Fund. Moreover, enforcement of the restrictions contained in the Fund Agreements has become impracticable and wasteful, and further impairs the management and investment of the Fund. For purposes of RCW 24.03A.195(4), the Parties confirm, covenant and agree that modification to the charitable purpose of the Fund is appropriate because the Fund’s current purpose has become impracticable and wasteful.

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3. Distributions. Distributions from the Fund are governed by GTCF’s spending policy. GTCF reserves the right to change the spending policy at its discretion within the parameters established by law. The current spending policy may be found online at: www.gtcf.org/about/financial-information.

4. Variance Power. GTCF may modify any recommendation or condition on distribution from a fund for any specified charitable purpose or to any specified charitable organization if, in the sole judgment of GTCF, such recommendation or condition becomes unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community.

5. Waiver of Notice of Filing. The Parties hereby authorize the filing of this Agreement by GTCF with the Superior Court of Pierce County for the State of Washington (“Court”) pursuant to RCW 24.03A.195(6) and hereby waive any notice of such filing. The Parties stipulate that, to the best of their knowledge, there are no other interested persons entitled to such notice.

6. Binding Effect. This Agreement This Agreement is a nonjudicial binding agreement. Upon the filing of this Agreement with the Court, this Agreement shall be deemed approved by the Court and will be the equivalent to a final court order binding on all persons interested in the Fund, as described in RCW 24.03A.195(6). This Agreement shall be binding upon the assigns, legal representatives, or other successors in the interest of the Parties. Each Party hereto covenants and agrees that the terms hereof shall be enforceable as a nonjudicial binding agreement and shall be further enforceable as an executory contract. Each Party acknowledges receipt of sufficient consideration for the enforcement of the promises contained herein. Each Party acknowledges that it has conducted such investigation of the facts and circumstances as are appropriate.

7. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Washington. Venue of any action in connection with this Agreement shall lie in Pierce County, Washington, in GTCF’s sole discretion.

8. Counterparts. This Agreement may be executed in counterparts, all of which together shall be deemed to be one original, even if the Parties have not executed the same original. Facsimile transmission or email transmission of any signed original document, and retransmission of any signed facsimile transmission or email document, shall be the same as delivery of an original. Electronic signatures shall constitute valid signatures.

9. Attorney General. Nothing in this agreement limits the authority of the AGO to enforce the Charitable Trust Act, chapter 11.110 RCW, and related laws.

It is so AGREED:

Greater Tacoma Community Foundation:

Attorney General of the State of Washington:

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____

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**Tacoma School District (Tacoma Public
Schools Foundation):**

Name: _____

Title: _____

Date: _____



Fund Addendum

Binding Agreement per RCW 24.03A.195

This Addendum supersedes any previous agreement on file at GTCF

Existing Fund Information		
Fund Name	Year Est.	02/2024 Fund Balance
Richard and Mary Foege Fund (“Fund”)	2017	\$130,469
<p>Fund Type: Scholarship</p> <p>Endowment Status: Endowed</p> <p>Scholarship Recipient: Students from Luther Seminary, St. Paul MN, Andre Stout African American Scholarship at Tacoma Community College, Mt. Rainier Lutheran High School</p> <p>Education Access Partner(s): Luther Seminary, Tacoma Community College and Mt. Rainier Lutheran High School</p> <p>Administration Fee: 2%</p> <p>Fund Description: The Fund was created from the remaining balance in the Foege’s charitable gift annuities at the time of their deaths in 2016 and 2017. Distributions from the fund to be equally distributed to: Luther Seminary, St. Paul MN - for their scholarship fund; Tacoma Community College - for the Andre Stout African American Scholarship to a second-year African-American student who has earned a 2.8 gpa or above during the first year of study at Tacoma Community College; and Mt. Rainier Lutheran High School, for a scholarship to a worthy student with demonstrated financial need.</p>		
Updated Fund Information		
Pursuant to the following Fund Addendum and Binding Agreement per RCW 24.03A.195, the Parties agree and authorize GTCF to convert this fund to the following and send an annual grant per the information below:		
Fund Name*	Year Est	02/2024 Fund Balance
Richard and Mary Foege Fund	2017	\$130,469
<p>Fund Type: Designated</p> <p>Endowment Status: Endowed</p> <p>Grant Amount: Annual Available to Spend</p> <p>Designee: 1. Luther Seminary, St. Paul MN 2. Tacoma Community College 3. Mt. Rainier Lutheran High School of Concordia Christian Academy</p> <p>Grant Purpose*: 1. Scholarship fund 2. Andre Stout African American Scholarship 3. Brock Lewis Foege Memorial Scholarship (*Information sent to Designee)</p> <p>Administration Fee: 1.75%</p>		

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Fund Description: The Richard and Mary Foege Fund supports scholarships at Luther Seminary in St. Paul MN, the Andre Stout African American Scholarship at Tacoma Community College and the Brock Lewis Foege Memorial Scholarship at Mt. Rainier Lutheran High School, which merged with another school to become Concordia Christian Academy in 2019.

This Fund Addendum and Binding Agreement per RCW 24.03A.195 (“Agreement”) is entered into by and among the Greater Tacoma Community Foundation (“GTCF”) and the Attorney General of the State of Washington (“AGO”) (each a “Party” and, together, the “Parties”).

Recitals

A. **Fund.** The Fund was established under the Two Life Agreement dated February 28, 2006 between Richard H. Foege and Mary E. Foege (the “Fund Agreement”).

B. **Charitable Purpose.** The Fund currently distributes in equal shares to Luther Seminary for its scholarship fund, to Tacoma Community College for the Andre Stout African American Scholarship, and to Concordia Christian Academy for the Brock Lewis Foege Memorial Scholarship.

C. **Modification.** The Parties wish to modify the restrictions on the Fund pursuant to RCW 24.03A.195 to further the charitable purpose of the Fund, without court proceedings, and pursuant to the terms and conditions of this Agreement.

Agreement

Now, therefore, to further the charitable purposes of the Fund, the Parties to this Agreement agree as follows:

1. **Modification.** Pursuant to RCW 24.03A.195, the Fund is hereby modified such that the Fund Agreement and its terms, conditions and restrictions shall have no further force or effect with respect to the Fund. Henceforth, the Fund shall be administered as a designated fund of GTCF as set forth in the section entitled “Updated Fund Information” above, and distributed in equal shares to Luther Seminary for its scholarship fund, to Tacoma Community College for the Andre Stout African American Scholarship, and to Concordia Christian Academy for the Brock Lewis Foege Memorial Scholarship.

2. **RCW 24.03A.195(3), (4).** For purposes of RCW 24.03A.195(3), the Parties confirm, covenant and agree that the modification to the management and investment of the Fund is appropriate because, due to circumstances not anticipated by the donor, modification will further the charitable purposes of the Fund. Moreover, enforcement of the restrictions contained in the Fund Agreement has become impracticable and wasteful, and further impairs the management and investment of the Fund. For purposes of RCW 24.03A.195(4), the Parties confirm, covenant and agree that modification to the charitable purpose of the Fund is appropriate because the Fund’s current purpose has become impracticable and wasteful.

3. **Distributions.** Distributions from the Fund are governed by GTCF’s spending policy. GTCF reserves the right to change the spending policy at its discretion within the parameters established by law. The current spending policy may be found online at: www.gtcf.org/about/financial-information.

4. **Variance Power.** GTCF may modify any recommendation or condition on distribution from a fund for any specified charitable purpose or to any specified charitable organization if, in the sole

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judgment of GTCF, such recommendation or condition becomes unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community.

5. Waiver of Notice of Filing. The Parties hereby authorize the filing of this Agreement by GTCF with the Superior Court of Pierce County for the State of Washington (“Court”) pursuant to RCW 24.03A.195(6) and hereby waive any notice of such filing. The Parties stipulate that, to the best of their knowledge, there are no other interested persons entitled to such notice.

6. Binding Effect. This Agreement This Agreement is a nonjudicial binding agreement. Upon the filing of this Agreement with the Court, this Agreement shall be deemed approved by the Court and will be the equivalent to a final court order binding on all persons interested in the Fund, as described in RCW 24.03A.195(6). This Agreement shall be binding upon the assigns, legal representatives, or other successors in the interest of the Parties. Each Party hereto covenants and agrees that the terms hereof shall be enforceable as a nonjudicial binding agreement and shall be further enforceable as an executory contract. Each Party acknowledges receipt of sufficient consideration for the enforcement of the promises contained herein. Each Party acknowledges that it has conducted such investigation of the facts and circumstances as are appropriate.

7. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Washington. Venue of any action in connection with this Agreement shall lie in Pierce County, Washington, in GTCF’s sole discretion.

8. Counterparts. This Agreement may be executed in counterparts, all of which together shall be deemed to be one original, even if the Parties have not executed the same original. Facsimile transmission or email transmission of any signed original document, and retransmission of any signed facsimile transmission or email document, shall be the same as delivery of an original. Electronic signatures shall constitute valid signatures.

9. Attorney General. Nothing in this agreement limits the authority of the AGO to enforce the Charitable Trust Act, chapter 11.110 RCW, and related laws.

It is so AGREED:

Greater Tacoma Community Foundation:

Attorney General of the State of Washington:

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____



Fund Addendum

Binding Agreement per RCW 24.03A.195

This Addendum supersedes any previous agreement on file at GTCF

Existing Fund Information		
Fund Name	Year Est.	02/2024 Fund Balance
William W. Kilworth Scholarship Fund ("Fund")	1986	\$132,270
<p>Fund Type: Scholarship</p> <p>Endowment Status: Endowed</p> <p>Scholarship Recipient: Students from Lincoln High School, Stadium High School, Wilson High School, and Clover Park High School</p> <p>Education Access Partner: Lincoln High School, Stadium High School, Wilson High School, and Clover Park High School</p> <p>Administration Fee: 2%</p> <p>Fund Description: The William W. Kilworth Scholarship Fund was established in 1986 to support graduating seniors from Lincoln High School, Stadium High School, Wilson High School, and Clover Park High School who are enrolling in the fall following graduation at University of Puget Sound, University of Washington, Washington State University, University of Oregon, or Oregon State University. Recipients shall have earned good grades in high school, possess good character, and need financial assistance. The award is intended to support students in their freshman year of college only.</p>		
Updated Fund Information		
<p>Pursuant to the following Fund Addendum and Binding Agreement per RCW 24.03A.195, the Parties agree and authorize GTCF to convert this fund to the following and send an annual grant per the information below:</p>		
Fund Name*	Year Est	02/2024 Fund Balance
William W. Kilworth Fund	1986	\$132,270
<p>Fund Type: Designated</p> <p>Endowment Status: Endowed</p> <p>Grant Amount: Annual Available to Spend</p> <p>Designee: Greater Tacoma Community Foundation</p> <p>Grant Purpose*: To support education access (*Information sent to Designee)</p>		

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Administration Fee: 1.75%

Fund Description:

The William W. Kilworth Fund was established in 1986 to support education access.

This Fund Addendum and Binding Agreement per RCW 24.03A.195 (“Agreement”) is entered into by and among the Greater Tacoma Community Foundation (“GTCF”) and the Attorney General of the State of Washington (“AGO”) (each a “Party” and, together, the “Parties”).

Recitals

A. Fund. The Fund was established under the Agreement Establishing the WM. W. Kilworth Scholarship Funds of the Greater Tacoma Community Foundation date January 1, 1990, the Last Will and Testament of Wm. W. Kilworth, and the Nonjudicial Dispute Resolution Agreement dated December 28, 1989 (collectively, the “Fund Agreements”).

B. Charitable Purpose. The Fund supports graduating seniors from Lincoln High School, Stadium High School, Wilson High School, and Clover Park High School who are enrolling in the fall following graduation at University of Puget Sound, University of Washington, Washington State University, University of Oregon, or Oregon State University. Recipients shall have earned good grades in high school, possess good character, and need financial assistance. The award is intended to support students in their freshman year of college only.

C. Modification. The Parties wish to modify the restrictions on the Fund pursuant to RCW 24.03A.195 to further the charitable purpose of the Fund, without court proceedings, and pursuant to the terms and conditions of this Agreement.

Agreement

Now, therefore, to further the charitable purposes of the Fund, the Parties to this Agreement agree as follows:

1. Modification. Pursuant to RCW 24.03A.195, the Fund is hereby modified such that none of the Fund Agreements or their terms, conditions and restrictions shall have any further force or effect with respect to the Fund. Henceforth, the Fund shall be administered as a designated fund of GTCF to support education access as set forth herein and, in particular, as set forth in the section entitled “Updated Fund Information” above.

2. RCW 24.03A.195(3), (4). For purposes of RCW 24.03A.195(3), the Parties confirm, covenant and agree that the modification to the management and investment of the Fund is appropriate because, due to circumstances not anticipated by the donor, modification will further the charitable purposes of the Fund. Moreover, enforcement of the restrictions contained in the Fund Agreements has become impracticable and wasteful, and further impairs the management and investment of the Fund. For purposes of RCW 24.03A.195(4), the Parties confirm, covenant and agree that modification to the charitable purpose of the Fund is appropriate because the Fund’s current purpose has become impracticable and wasteful.

3. Distributions. Distributions from the Fund are governed by GTCF’s spending policy. GTCF reserves the right to change the spending policy at its discretion within the parameters established by law. The current spending policy may be found online at: www.gtcf.org/about/financial-information.

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4. Variance Power. GTCF may modify any recommendation or condition on distribution from a fund for any specified charitable purpose or to any specified charitable organization if, in the sole judgment of GTCF, such recommendation or condition becomes unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community.

5. Waiver of Notice of Filing. The Parties hereby authorize the filing of this Agreement by GTCF with the Superior Court of Pierce County for the State of Washington (“Court”) pursuant to RCW 24.03A.195(6) and hereby waive any notice of such filing. The Parties stipulate that, to the best of their knowledge, there are no other interested persons entitled to such notice.

6. Binding Effect. This Agreement This Agreement is a nonjudicial binding agreement. Upon the filing of this Agreement with the Court, this Agreement shall be deemed approved by the Court and will be the equivalent to a final court order binding on all persons interested in the Fund, as described in RCW 24.03A.195(6). This Agreement shall be binding upon the assigns, legal representatives, or other successors in the interest of the Parties. Each Party hereto covenants and agrees that the terms hereof shall be enforceable as a nonjudicial binding agreement and shall be further enforceable as an executory contract. Each Party acknowledges receipt of sufficient consideration for the enforcement of the promises contained herein. Each Party acknowledges that it has conducted such investigation of the facts and circumstances as are appropriate.

7. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Washington. Venue of any action in connection with this Agreement shall lie in Pierce County, Washington, in GTCF’s sole discretion.

8. Counterparts. This Agreement may be executed in counterparts, all of which together shall be deemed to be one original, even if the Parties have not executed the same original. Facsimile transmission or email transmission of any signed original document, and retransmission of any signed facsimile transmission or email document, shall be the same as delivery of an original. Electronic signatures shall constitute valid signatures.

9. Attorney General. Nothing in this agreement limits the authority of the AGO to enforce the Charitable Trust Act, chapter 11.110 RCW, and related laws.

It is so AGREED:

Greater Tacoma Community Foundation:

Attorney General of the State of Washington:

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____



Fund Addendum

Binding Agreement per RCW 24.03A.195

This Addendum supersedes any previous agreement on file at GTCF

Existing Fund Information		
Fund Name	Year Est.	02/2024 Balance
Dr. Hsushi Yeh Scholarship Fund (“Fund”)	2013	\$1,431,954
<p>Fund Type: Scholarship</p> <p>Endowment Status: Endowed</p> <p>Scholarship Recipient: Seniors in the Tacoma School District</p> <p>Education Access Partner: Tacoma School District</p> <p>Administration Fee: 2% stepped and aggregated</p> <p>Fund Description: The Dr. Hsushi Yeh Scholarship Fund was established in 2013 to support Tacoma School District high school seniors.</p>		
Updated Fund Information		
<p>Pursuant to the following Fund Addendum and Binding Agreement per RCW 24.03A.195, the Parties agree and authorize GTCF to convert this fund to the following and send an annual grant per the information below:</p>		
Fund Name*	Year Est	02/2024 Balance
Dr. Hsushi Yeh Fund	2013	\$1,431,954
<p>Fund Type: Designated</p> <p>Endowed Status: Endowed</p> <p>Grant Amount: Annual Available to Spend</p> <p>Designee: College Success Foundation</p> <p>Grant Purpose*: Education Access (*Information sent to Designee)</p> <p>Administration Fee: 1% stepped and aggregated</p> <p>Fund Description: The Dr. Hsushi Yeh Fund was established in 2013 to support education access.</p>		

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This Fund Addendum and Binding Agreement per RCW 24.03A.195 (“Agreement”) is entered into by and among the Greater Tacoma Community Foundation (“GTCF”) and the Attorney General of the State of Washington (“AGO”) (each a “Party” and, together, the “Parties”).

Recitals

- A. Fund. The Fund was established under the (collectively, the “Fund Agreements”).
- B. Charitable Purpose. The Fund currently makes grants to support Tacoma School District high school seniors.
- C. Modification. The Parties wish to modify the restrictions on the Fund pursuant to RCW 24.03A.195 to further the charitable purpose of the Fund, without court proceedings, and pursuant to the terms and conditions of this Agreement.

Agreement

Now, therefore, to further the charitable purposes of the Fund, the Parties to this Agreement agree as follows:

1. Modification. Pursuant to RCW 24.03A.195, the Fund is hereby modified such that none of the Fund Agreements or their terms, conditions and restrictions shall have any further force or effect with respect to the Fund. Henceforth, the Fund shall be administered as a designated fund of GTCF, to be distributed to the College Success Foundation to support education access as set forth herein and, in particular, as set forth in the section entitled “Updated Fund Information” above.
2. RCW 24.03A.195(3), (4). For purposes of RCW 24.03A.195(3), the Parties confirm, covenant and agree that the modification to the management and investment of the Fund is appropriate because, due to circumstances not anticipated by the donor, modification will further the charitable purposes of the Fund. Moreover, enforcement of the restrictions contained in the Fund Agreements has become impracticable and wasteful, and further impairs the management and investment of the Fund. For purposes of RCW 24.03A.195(4), the Parties confirm, covenant and agree that modification to the charitable purpose of the Fund is appropriate because the Fund’s current purpose has become impracticable and wasteful.
3. Distributions. Distributions from the Fund are governed by GTCF’s spending policy. GTCF reserves the right to change the spending policy at its discretion within the parameters established by law. The current spending policy may be found online at: www.gtcf.org/about/financial-information.
4. Variance Power. GTCF may modify any recommendation or condition on distribution from a fund for any specified charitable purpose or to any specified charitable organization if, in the sole judgment of GTCF, such recommendation or condition becomes unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community.
5. Waiver of Notice of Filing. The Parties hereby authorize the filing of this Agreement by GTCF with the Superior Court of Pierce County for the State of Washington (“Court”) pursuant to RCW 24.03A.195(6) and hereby waive any notice of such filing. The Parties stipulate that, to the best of their knowledge, there are no other interested persons entitled to such notice.
6. Binding Effect. This Agreement is a nonjudicial binding agreement. Upon the filing of this Agreement with the Court, this Agreement shall be deemed approved by the Court and will be the

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equivalent to a final court order binding on all persons interested in the Fund, as described in RCW 24.03A.195(6). This Agreement shall be binding upon the assigns, legal representatives, or other successors in the interest of the Parties. Each Party hereto covenants and agrees that the terms hereof shall be enforceable as a nonjudicial binding agreement and shall be further enforceable as an executory contract. Each Party acknowledges receipt of sufficient consideration for the enforcement of the promises contained herein. Each Party acknowledges that it has conducted such investigation of the facts and circumstances as are appropriate.

7. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Washington. Venue of any action in connection with this Agreement shall lie in Pierce County, Washington, in GTCF's sole discretion.

8. Counterparts. This Agreement may be executed in counterparts, all of which together shall be deemed to be one original, even if the Parties have not executed the same original. Facsimile transmission or email transmission of any signed original document, and retransmission of any signed facsimile transmission or email document, shall be the same as delivery of an original. Electronic signatures shall constitute valid signatures.

9. Attorney General. Nothing in this agreement limits the authority of the AGO to enforce the Charitable Trust Act, chapter 11.110 RCW, and related laws.

It is so AGREED:

Greater Tacoma Community Foundation:

Attorney General of the State of Washington:

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____



Fund Addendum

Binding Agreement per RCW 24.03A.195

This Addendum supersedes any previous agreement on file at GTCF

Existing Fund Information		
Fund Name	Year Est.	02/2024 Balance
The Yeh Scholarship Fund (“Fund”)	2004	\$40,310
<p>Fund Type: Scholarship</p> <p>Endowment Status: Endowed</p> <p>Scholarship Recipient: Seniors at Foss High School</p> <p>Education Access Partner: Foss High School</p> <p>Administration Fee: 2% stepped and aggregated</p> <p>Fund Description: The Yeh Scholarship Fund was established in 2004 to provide awards of at least \$1,000 to support Foss High School seniors.</p>		
Updated Fund Information		
<p>Pursuant to the following Fund Addendum and Binding Agreement per RCW 24.03A.195, the Parties agree and authorize GTCF to convert this fund to the following and send an annual grant per the information below:</p>		
Fund Name*	Year Est	02/2024 Balance
The Yeh Fund	2004	\$40,310
<p>Fund Type: Designated</p> <p>Endowment Status: Endowed</p> <p>Grant Amount: Annual Available to Spend</p> <p>Designee: Foss High School</p> <p>Grant Purpose*: Education Access (*Information sent to Designee)</p> <p>Administration Fee: 1% stepped and aggregated</p> <p>Fund Description: The Yeh Fund was established in 2004 to support education access at Foss High School.</p>		

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This Fund Addendum and Binding Agreement per RCW 24.03A.195 (“Agreement”) is entered into by and among the Greater Tacoma Community Foundation (“GTCF”) and the Attorney General of the State of Washington (“AGO”) (each a “Party” and, together, the “Parties”).

Recitals

- A. Fund. The Fund was established under the (collectively, the “Fund Agreements”).
- B. Charitable Purpose. The Fund currently makes awards of at least \$1,000 to support Foss High School seniors.
- C. Modification. The Parties wish to modify the restrictions on the Fund pursuant to RCW 24.03A.195 to further the charitable purpose of the Fund, without court proceedings, and pursuant to the terms and conditions of this Agreement.

Agreement

Now, therefore, to further the charitable purposes of the Fund, the Parties to this Agreement agree as follows:

1. Modification. Pursuant to RCW 24.03A.195, the Fund is hereby modified such that none of the Fund Agreements or their terms, conditions and restrictions shall have any further force or effect with respect to the Fund. Henceforth, the Fund shall be administered as a designated fund of GTCF, to be distributed to Foss High School to support education access as set forth herein and, in particular, as set forth in the section entitled “Updated Fund Information” above.
2. RCW 24.03A.195(3), (4). For purposes of RCW 24.03A.195(3), the Parties confirm, covenant and agree that the modification to the management and investment of the Fund is appropriate because, due to circumstances not anticipated by the donor, modification will further the charitable purposes of the Fund. Moreover, enforcement of the restrictions contained in the Fund Agreements has become impracticable and wasteful, and further impairs the management and investment of the Fund. For purposes of RCW 24.03A.195(4), the Parties confirm, covenant and agree that modification to the charitable purpose of the Fund is appropriate because the Fund’s current purpose has become impracticable and wasteful.
3. Distributions. Distributions from the Fund are governed by GTCF’s spending policy. GTCF reserves the right to change the spending policy at its discretion within the parameters established by law. The current spending policy may be found online at: www.gtcf.org/about/financial-information.
4. Variance Power. GTCF may modify any recommendation or condition on distribution from a fund for any specified charitable purpose or to any specified charitable organization if, in the sole judgment of GTCF, such recommendation or condition becomes unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community.
5. Waiver of Notice of Filing. The Parties hereby authorize the filing of this Agreement by GTCF with the Superior Court of Pierce County for the State of Washington (“Court”) pursuant to RCW 24.03A.195(6) and hereby waive any notice of such filing. The Parties stipulate that, to the best of their knowledge, there are no other interested persons entitled to such notice.
6. Binding Effect. This Agreement is a nonjudicial binding agreement. Upon the filing of this Agreement with the Court, this Agreement shall be deemed approved by the Court and will be the

Consent Agenda III

equivalent to a final court order binding on all persons interested in the Fund, as described in RCW 24.03A.195(6). This Agreement shall be binding upon the assigns, legal representatives, or other successors in the interest of the Parties. Each Party hereto covenants and agrees that the terms hereof shall be enforceable as a nonjudicial binding agreement and shall be further enforceable as an executory contract. Each Party acknowledges receipt of sufficient consideration for the enforcement of the promises contained herein. Each Party acknowledges that it has conducted such investigation of the facts and circumstances as are appropriate.

7. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Washington. Venue of any action in connection with this Agreement shall lie in Pierce County, Washington, in GTCF's sole discretion.

8. Counterparts. This Agreement may be executed in counterparts, all of which together shall be deemed to be one original, even if the Parties have not executed the same original. Facsimile transmission or email transmission of any signed original document, and retransmission of any signed facsimile transmission or email document, shall be the same as delivery of an original. Electronic signatures shall constitute valid signatures.

9. Attorney General. Nothing in this agreement limits the authority of the AGO to enforce the Charitable Trust Act, chapter 11.110 RCW, and related laws.

It is so AGREED:

Greater Tacoma Community Foundation:

Attorney General of the State of Washington:

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____



Fund Addendum

Binding Agreement per RCW 24.03A.195

This Addendum supersedes any previous agreement on file at GTCF

Existing Fund Information		
Fund Name	Year Est.	02/2024 Fund Balance
Vinod K. Rajpaul Endowment Fund	2007	\$3,110,635
<p>Fund Type: Designated</p> <p>Grant Amount: Annual Available to Spend</p> <p>Designees: Lighthouse for the Blind, the Vendanta Society, Foss Home Village, and the Museum of Flight</p> <p>Grant Purpose: Competitive grants for special projects from any of these four designees.</p> <p>Administration Fee: 2%</p> <p>Fund Description: The Rajpaul Fund is a competitive grantmaking program between four agencies that were near and dear to Mr. Rajpaul during his life. Annually, the Community Foundation reviews proposals from the Lighthouse for the Blind, the Vendanta Society, Foss Home Village and the Museum of Flight to determine funding decisions. Mr. Rajpaul wishes to make grants for special projects from any of these four agencies.</p>		
Updated Fund Information		
<p>Pursuant to the following Fund Addendum and Binding Agreement per RCW 24.03A.195, the Parties agree and authorize GTCF to convert this fund to the following and send an annual grant per the information below:</p>		
Fund Name*	Year Est	02/2024 Fund Balance
Vinod K. Rajpaul Endowment Fund	2007	\$3,110,635
<p>Fund Type: Designated</p> <p>Grant Amount: Annual Available to Spend</p> <p>Designees: Lighthouse for the Blind, the Vendanta Society, Foss Home Village, and the Museum of Flight</p> <p>Grant Purpose: Annual available to spend distributed equally to the four designees for special projects.</p> <p>Administration Fee: 1% stepped</p> <p>Fund Description:</p>		

Consent Agenda III

The Rajpaul Fund is designated to the four agencies that were near and dear to Mr. Rajpaul during his life. Annually, Greater Tacoma Community Foundation will distribute equal amounts to Lighthouse for the Blind, the Vendanta Society, Foss Home Village, and the Museum of Flight for special projects.

This Fund Addendum and Binding Agreement per RCW 24.03A.195 (“Agreement”) is entered into by and among the Greater Tacoma Community Foundation (“GTCF”) and the Attorney General of the State of Washington (“AGO”) (each a “Party” and, together, the “Parties”).

Recitals

- A. Fund. The Fund was established under the (collectively, the “Fund Agreements”).
- B. Charitable Purpose. The Fund currently makes competitive grants to the Lighthouse for the Blind, the Vendanta Society, Foss Home Village and the Museum of Flight for special projects.
- C. Modification. The Parties wish to modify the restrictions on the Fund pursuant to RCW 24.03A.195 to further the charitable purpose of the Fund, without court proceedings, and pursuant to the terms and conditions of this Agreement.

Agreement

Now, therefore, to further the charitable purposes of the Fund, the Parties to this Agreement agree as follows:

1. Modification. Pursuant to RCW 24.03A.195, the Fund is hereby modified such that none of the Fund Agreements or their terms, conditions and restrictions shall have any further force or effect with respect to the Fund. Henceforth, the Fund shall be administered as a designated fund of GTCF, to be distributed to Lighthouse for the Blind, the Vendanta Society, Foss Home Village and the Museum of Flight for special projects as set forth herein and, in particular, as set forth in the section entitled “Updated Fund Information” above.
2. RCW 24.03A.195(3), (4). For purposes of RCW 24.03A.195(3), the Parties confirm, covenant and agree that the modification to the management and investment of the Fund is appropriate because, due to circumstances not anticipated by the donor, modification will further the charitable purposes of the Fund. Moreover, enforcement of the restrictions contained in the Fund Agreements has become impracticable and wasteful, and further impairs the management and investment of the Fund. For purposes of RCW 24.03A.195(4), the Parties confirm, covenant and agree that modification to the charitable purpose of the Fund is appropriate because the Fund’s current purpose has become impracticable and wasteful.
3. Distributions. Distributions from the Fund are governed by GTCF’s spending policy. GTCF reserves the right to change the spending policy at its discretion within the parameters established by law. The current spending policy may be found online at: www.gtcf.org/about/financial-information.
4. Variance Power. GTCF may modify any recommendation or condition on distribution from a fund for any specified charitable purpose or to any specified charitable organization if, in the sole judgment of GTCF, such recommendation or condition becomes unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community.

Consent Agenda III

5. Waiver of Notice of Filing. The Parties hereby authorize the filing of this Agreement by GTCF with the Superior Court of Pierce County for the State of Washington (“Court”) pursuant to RCW 24.03A.195(6) and hereby waive any notice of such filing. The Parties stipulate that, to the best of their knowledge, there are no other interested persons entitled to such notice.

6. Binding Effect. This Agreement is a nonjudicial binding agreement. Upon the filing of this Agreement with the Court, this Agreement shall be deemed approved by the Court and will be the equivalent to a final court order binding on all persons interested in the Fund, as described in RCW 24.03A.195(6). This Agreement shall be binding upon the assigns, legal representatives, or other successors in the interest of the Parties. Each Party hereto covenants and agrees that the terms hereof shall be enforceable as a nonjudicial binding agreement and shall be further enforceable as an executory contract. Each Party acknowledges receipt of sufficient consideration for the enforcement of the promises contained herein. Each Party acknowledges that it has conducted such investigation of the facts and circumstances as are appropriate.

7. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Washington. Venue of any action in connection with this Agreement shall lie in Pierce County, Washington, in GTCF’s sole discretion.

8. Counterparts. This Agreement may be executed in counterparts, all of which together shall be deemed to be one original, even if the Parties have not executed the same original. Facsimile transmission or email transmission of any signed original document, and retransmission of any signed facsimile transmission or email document, shall be the same as delivery of an original. Electronic signatures shall constitute valid signatures.

9. Attorney General. Nothing in this agreement limits the authority of the AGO to enforce the Charitable Trust Act, chapter 11.110 RCW, and related laws.

It is so AGREED:

Greater Tacoma Community Foundation:

Attorney General of the State of Washington:

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____



Fund Addendum

Binding Agreement per RCW 24.03A.195

This Addendum supersedes any previous agreement on file at GTCF

Existing Fund Information		
Fund Name	Year Est.	02/2024 Fund Balance
Earl W. Veverka Fund	2002	\$1,007,596
<p>Fund Type: Field of Interest</p> <p>Grant Amount: Annual Available to Spend</p> <p>Designee: Residents of Pierce County, Washington, who are of the age 55 or older, who are not eligible for public assistance and who need private assistance in order to pay their heating bills for the months of October through May.</p> <p>Grant Purpose: Assistance for heating bills</p> <p>Administration Fee: 2%</p> <p>Fund Description: The fund shall be distributed annually to or for the benefit of residents of Pierce County, Washington, who are of the age 55 or older, who are not eligible for public assistance and who need private assistance in order to pay their heating bills for the months of October through May. Responsibility for selecting the beneficiaries of the distribution of income from the Fund reside in the Board of Directors of the Foundation based upon recommendation of the Foundation's Distribution Committee.</p>		
Updated Fund Information		
<p>Pursuant to the following Fund Addendum and Binding Agreement per RCW 24.03A.195, the Parties agree and authorize GTCF to convert this fund to the following and send grants per the information below:</p>		
Fund Name*	Year Est	02/2024 Fund Balance
Earl W. Veverka Fund	2002	\$1,007,596
<p>Fund Type: Field of Interest</p> <p>Grant Amount: Annual Available to Spend</p> <p>Beneficiaries: Nonprofits and public agencies serving people 55 and older</p> <p>Grant Purpose: Grant to support utility assistance for households with one or more persons aged 55 and older</p> <p>Administration Fee: 2%</p>		

Consent Agenda III

Fund Description: The Veverka Fund provides grants to nonprofits and public agencies to provide utility assistance for households with at least one person aged 55 and older. Utilities include electricity, cooling, heating, garbage disposal, internet, phone, water and sewer.

This Fund Addendum and Binding Agreement per RCW 24.03A.195 (“Agreement”) is entered into by and among the Greater Tacoma Community Foundation (“GTCF”) and the Attorney General of the State of Washington (“AGO”) (each a “Party” and, together, the “Parties”).

Recitals

- A. Fund. The Fund was established under the (collectively, the “Fund Agreements”).
- B. Charitable Purpose. The Fund currently makes awards for Pierce County residents, age 55 or older, who need private assistance in paying their heating bills between October and May.
- C. Modification. The Parties wish to modify the restrictions on the Fund pursuant to RCW 24.03A.195 to further the charitable purpose of the Fund, without court proceedings, and pursuant to the terms and conditions of this Agreement.

Agreement

Now, therefore, to further the charitable purposes of the Fund, the Parties to this Agreement agree as follows:

1. Modification. Pursuant to RCW 24.03A.195, the Fund is hereby modified such that none of the Fund Agreements or their terms, conditions and restrictions shall have any further force or effect with respect to the Fund. Henceforth, the Fund shall be administered as a field of interest fund of GTCF, to be distributed to non-profits and public agencies to support people 55 and over who need assistance with utility expenses. Utilities include electricity, cooling, heating, garbage disposal, internet, phone, water, and sewer. as set forth herein and, in particular, as set forth in the section entitled “Updated Fund Information” above.
2. RCW 24.03A.195(3), (4). For purposes of RCW 24.03A.195(3), the Parties confirm, covenant and agree that the modification to the management and investment of the Fund is appropriate because, due to circumstances not anticipated by the donor, modification will further the charitable purposes of the Fund. Moreover, enforcement of the restrictions contained in the Fund Agreements has become impracticable and wasteful, and further impairs the management and investment of the Fund. For purposes of RCW 24.03A.195(4), the Parties confirm, covenant and agree that modification to the charitable purpose of the Fund is appropriate because the Fund’s current purpose has become impracticable and wasteful.
3. Distributions. Distributions from the Fund are governed by GTCF’s spending policy. GTCF reserves the right to change the spending policy at its discretion within the parameters established by law. The current spending policy may be found online at: www.gtcf.org/about/financial-information.
4. Variance Power. GTCF may modify any recommendation or condition on distribution from a fund for any specified charitable purpose or to any specified charitable organization if, in the sole judgment of GTCF, such recommendation or condition becomes unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community.

Consent Agenda III

5. Waiver of Notice of Filing. The Parties hereby authorize the filing of this Agreement by GTCF with the Superior Court of Pierce County for the State of Washington (“Court”) pursuant to RCW 24.03A.195(6) and hereby waive any notice of such filing. The Parties stipulate that, to the best of their knowledge, there are no other interested persons entitled to such notice.

6. Binding Effect. This Agreement is a nonjudicial binding agreement. Upon the filing of this Agreement with the Court, this Agreement shall be deemed approved by the Court and will be the equivalent to a final court order binding on all persons interested in the Fund, as described in RCW 24.03A.195(6). This Agreement shall be binding upon the assigns, legal representatives, or other successors in the interest of the Parties. Each Party hereto covenants and agrees that the terms hereof shall be enforceable as a nonjudicial binding agreement and shall be further enforceable as an executory contract. Each Party acknowledges receipt of sufficient consideration for the enforcement of the promises contained herein. Each Party acknowledges that it has conducted such investigation of the facts and circumstances as are appropriate.

7. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Washington. Venue of any action in connection with this Agreement shall lie in Pierce County, Washington, in GTCF’s sole discretion.

8. Counterparts. This Agreement may be executed in counterparts, all of which together shall be deemed to be one original, even if the Parties have not executed the same original. Facsimile transmission or email transmission of any signed original document, and retransmission of any signed facsimile transmission or email document, shall be the same as delivery of an original. Electronic signatures shall constitute valid signatures.

9. Attorney General. Nothing in this agreement limits the authority of the AGO to enforce the Charitable Trust Act, chapter 11.110 RCW, and related laws.

It is so AGREED:

Greater Tacoma Community Foundation:

Attorney General of the State of Washington:

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____



Board Variance Request

Fund Name	Year Est.	02/2024 Balance
Dick Hannula Scholarship Fund/Wilson High School Class of 1967 Fund	1992	\$17,271
<p>Background: The Dick Hannula Scholarship Fund/Wilson High School Class of 1967 Fund is an endowed scholarship fund established by Anthony Ginn to provide scholarships to Silas High School (previously Wilson High School) students.</p> <p>As part of our scholarship program redesign process, we engaged Anthony in conversation about the future of the Dick Hannula Scholarship Fund/Wilson High School Class of 1967 Fund. Anthony agreed that a final grant to Silas High School would make the most impact. In order to pay out the remainder of the fund balance and close the fund, it needs to be converted to a non-endowed fund.</p> <p>Action: It is recommended that the Board of Directors approve the conversion of the fund from endowed to non-endowed as presented.</p>		



Board Variance Request

Fund Name	Year Est.	02/2024 Balance
Sergeant Michael T. Washington Scholarship Fund	2009	\$7,672

Background:

The Sergeant Michael T. Washington Scholarship Fund is an endowed scholarship fund established by Grace Washington to provide scholarships to Stadium High School students.

As part of our scholarship program redesign process, we engaged Grace in conversation about the future of the Sergeant Michael T. Washington Scholarship Fund. Due to its size, it was determined that a final grant to the designee of the donor's choosing would make the most impact. In order to pay out the remainder of the fund balance and close the fund, it needs to be converted to a non-endowed fund.

Action:

It is recommended that the Board of Directors approve the conversion of the fund from endowed to non-endowed as presented.



Board Variance Request

Fund Name	Year Est.	02/2024 Balance
Victor L. Lyon and Elise W. Lyon Fund	1992	\$302,034
<p>Background: The Victor L. Lyon and Elise W. Lyon Fund is an endowed scholarship fund established by Elise Lyon to provide scholarships to students in Pierce County.</p> <p>As part of our scholarship program redesign process, we engaged Elise’s son and the fund’s current advisor, Marty Lyon, in conversation about the future of the Victor L. Lyon and Elise W. Lyon Fund. Marty believes the fund will make the most impact by choosing four organizations to receive an equal amount of the fund balance to support their work in African American homeownership. In order to pay out the remainder of the fund balance and close the fund, it needs to be converted to a non-endowed fund.</p> <p>Action: It is recommended that the Board of Directors approve the conversion of the fund from endowed to non-endowed as presented.</p>		



Board Variance Request

Fund Name	Year Est.	02/2024 Balance
We Live For Each Other Scholarship Fund	2016	\$80,719
<p>Background: The We Live For Each Other Scholarship Fund is an endowed scholarship fund established by Gretchen Campbell to provide scholarships to Stadium High School students.</p> <p>As part of our scholarship program redesign process, we engaged Gretchen’s attorney in conversation, who has Power of Attorney due to Gretchen’s inability to make financial decisions. Gretchen’s attorney is allowing GTCF to determine how the fund can make the most impact. We believe this will be achieved through a final grant to GTCF for Education Access. In order to pay out the remainder of the fund balance and close the fund, it needs to be converted to a non-endowed fund.</p> <p>Action: It is recommended that the Board of Directors approve the conversion of the fund from endowed to non-endowed as presented.</p>		

Finance Committee Report

Quarterly Reports

Background: The Finance Committee met on March 6, 2024 and reviewed the quarterly reports for the period ending December 31, 2023.

Statements of Financial Position

Total Assets, excluding supporting organizations, increased from \$162.6 million at 12/31/22 to \$177.1 million at 12/31/23. The net increase of \$14.5 million was the net result of \$10.2 million in gifts received, \$19.6 million in investment activity received, \$385.7k in other revenue, \$11.7 million in grants paid out, and other decreases totaling \$4.0 million. Other decreases include all administrative costs, changes in liabilities, investment fees and other expenses charged to funds.

Administrative Budget Variance Report

Net Operating Activity for the quarter ended 12/31/23 was less than amount budgeted by \$296.7k. The net unfavorable variance was due to:

- a) Net unfavorable variance of \$660.9k in Total Revenues was due primarily to:
 - Interfund Transfer from UR Pool – Unfavorable Variance, \$344.0k only transferring enough to get to six months cash on hand
 - Interfund Transfer from Catalyst Fund - Unfavorable Variance, \$366.7k Transfer not needed due to less than expected expenses. Carry over full balance of \$366.7k to 2024
 - Interest and Other Income - \$12.5k favorable variance due to higher dividends and interest in Low-Risk Pool and Checking account.

- b) Favorable variance of \$364.1k in Net Total Expenses consisted primarily of:
 - Compensation - \$161.8k favorable variance due to less headcount and delay in hiring Dir. Of Philanthropy
 - Accounting & Legal Fees - \$11.4 favorable variance due to only legal fees incurred for Education Access redesign and legal help desk. Budgeted \$24k in miscellaneous legal fees for 2023
 - Conference Expense - \$38.0k favorable variance due primarily for conferences that did not happen for Family Philanthropy Conference, PNW Annual Conference, National Council on Foundations Conference, ComNet Conference, Crescendo, and 2164
 - Copying and Printing - \$14.3k favorable variance primarily due to Giving Guide Magazine, Impact Card and Brochure done in house. Lower cost for PA Collateral, business cards, letterhead and envelope cost and stewardship materials
 - Dues & Subscriptions - \$8.1k unfavorable variance due primarily to joining Council on Foundations (unbudgeted)
 - Events - \$43.3k favorable variance due to Legacy stewardship Event and CAP Event savings and the cancellation of learning sessions
 - Facilities - \$18.8k favorable permanent variance due to not doing any Tenant Improvements in 2023
 - Meetings - \$35.9k favorable variance due to savings on board retreat, leadership retreat, staff retreat, staff events, committee meeting savings, annual meeting, and other meeting savings
 - Philanthropic Partnerships - \$19.4k favorable variance primarily due to less than expected staff going to events. Did not sponsor Leave 10 National or Philanthropy Northwest
 - Professional Fees - \$9.0k favorable variance primarily due to not hiring scholarship design consultant or retreat facilitators. But spending more for Communications
 - Recruiting - \$12.7k favorable variance. Less than expected recruiting expenses for: Chief Philanthropic Officer, Philanthropy Coordinator, Philanthropy Advisor and Executive Admin
 - Staff Development - \$11.2k Favorable variance due to lower than expected staff training.

The 12/31/22 Operating Carry-Forward Balance of \$1.7M when combined with 2023 Net Operating Activity of (\$485.1k) and the Operating Reserve of \$172.5k represents 6.0 months of operating cash on hand (the target is 6 months).

New Funds Quarterly Report

1 permanent fund totaling \$901.4k, 5 non-permanent funds totaling \$800.7k, and 1 CGA totaling \$50k were established during the fourth quarter of 2023.

Action: Information only/no action required.

Greater Tacoma Community Foundation
 Budget Variance Report - Consolidated Administrative Funds
 1/1 to 12/31/2023

	BUDGET		ACTUAL	VARIANCE		2023 Forecast	Delta from Forecast (Under)
	TOTAL YEAR	YEAR-TO- DATE	YEAR-TO- DATE	Favorable (Unfavorable)	%		
REVENUES:							
Admin Fee Revenue	\$ 1,686,760	\$ 1,686,760	\$ 1,724,016	\$ 37,256	2%	\$ 1,721,760	\$ 2,256
Interfund transfer from Unrestricted Pool	769,000	769,000	425,000	(344,000)		650,000	(225,000)
Interfund transfer from Catalyst Fund	366,667	366,667		(366,667)		-	-
Designated Payouts	151,952	151,952	152,028	76	0%	152,028	-
Interest Income - Other	13,000	13,000	25,469	12,469	96%	19,000	6,469
Total Revenues	2,987,379	2,987,379	2,326,513	(660,866)	-24%	2,542,788	(216,275)
EXPENSES:							
Compensation ⁽¹⁾	2,322,218	2,322,218	2,160,427	161,791	7%	2,160,218	209
Accounting & Legal Fees	74,025	74,025	62,640	11,385	15%	114,025	(51,385)
Conference Expense	67,040	67,040	29,029	38,011	57%	47,040	(18,011)
Copying and Printing	16,950	16,950	2,642	14,308	84%	10,950	(8,308)
Depreciation Expense	11,022	11,022	12,211	(1,189)	-11%	11,022	1,189
Deposits to Reserve Funds	12,500	12,500	12,500	-	0%	12,500	-
Dues & Subscriptions	21,245	21,245	29,296	(8,051)	-38%	18,745	10,551
Equipment Purchase	10,000	10,000	10,136	(136)	-1%	10,000	136
Events	50,000	50,000	6,666	43,334	87%	25,000	(18,334)
Facilities	175,770	175,770	156,978	18,792	11%	157,770	(792)
Information & Communications	125,523	125,523	130,653	(5,130)	-4%	125,523	5,130
Insurance	15,731	15,731	15,751	(20)	0%	15,731	20
Interest, Bank Fees, Taxes & Licenses	2,161	2,161	381	1,780	82%	2,161	(1,780)
Meetings	71,480	71,480	35,540	35,940	50%	51,480	(15,940)
Office & Other Expenses ⁽²⁾	11,300	11,300	15,492	(4,192)	-37%	11,300	4,192
Philanthropic Partnerships	29,500	29,500	10,138	19,362	66%	19,500	(9,362)
Professional Fees	76,480	76,480	67,475	9,005	12%	76,480	(9,005)
Recruiting	50,000	50,000	37,277	12,723	25%	50,000	(12,723)
Staff Development	17,000	17,000	5,847	11,154	66%	12,000	(6,154)
Travel	3,600	3,600	2,300	1,300	36%	3,600	(1,300)
Web site Costs	12,225	12,225	8,250	3,975	33%	7,225	1,025
Net Total Expenses	3,175,770	3,175,770	2,811,629	364,141	-5%	2,942,270	(130,641)
NET OPERATING ACTIVITY	\$ (188,391)	\$ (188,391)	\$ (485,116)	\$ (296,725)	158%	\$ (399,482)	\$ (85,634)

(1) Burden rate 30%

(2) Office & Other expenses include: Supplies, equipment rental/maintenance, posting & shipping...etc.

CALCULATION OF NUMBER OF MONTHS OPERATING CASH ON HAND:

	BUDGET	12/31/2023	Forecast
Total 2022 Budget Operating Expenses	\$ 3,175,770	\$ 2,811,629	\$ 2,942,270
Monthly Operating Expenses	\$ 264,648	\$ 234,302	\$ 245,189
Operating Carry Forward Balance	\$ 1,428,305	\$ 1,230,554	\$ 1,316,188
Administrative Operating Reserve Balance	\$ 154,395	\$ 172,526	\$ 166,979
Total amount avail. for future admin ops	\$ 1,582,700	\$ 1,403,081	\$ 1,483,167
Number of months operating cash on hand	6.0	6.0	6.0

**GREATER TACOMA COMMUNITY FOUNDATION
ADMINISTRATION AND ALL COMPONENT FUNDS
STATEMENTS OF FINANCIAL POSITION
DECEMBER 31, 2023 AND DECEMBER 31, 2022**

	12/31/2023	12/31/2022
ASSETS:		
Cash	\$ 1,086,931	\$ 952,088
Non-Cash Gift Transfers in Progress	751	13,931
Gifts and Grants Receivable	35,000	802,500
Trust Receivable	4,867,865	5,311,467
Investments:		
Endowment Pool	119,238,191	105,784,565
SRI Pool	9,462,692	8,388,159
Annuity Pool	1,044,088	979,774
Low Risk Pool	26,113,153	26,245,074
Short Term Pool	5,552,400	5,780,154
Individually Managed Funds	7,264,059	5,533,677
Charitable Remainder Unitrusts	838,433	950,557
Right of Use Asset	1,420,230	1,559,033
Property and Equipment, Net of Deprec.	21,267	16,814
Other Assets	139,021	242,964
TOTAL ASSETS	<u>\$ 177,084,081</u>	<u>\$ 162,560,757</u>
LIABILITIES:		
Accounts Payable	\$ 39,035	\$ 14,484
Payroll Related Liabilities	29,989	17,140
Accrued Retirement Benefits	154,348	166,835
Grants Payable	214,137	232,400
Unearned Revenue	-	118,629
CRUT Payments Payable	325,286	391,333
Annuity Payments Payable	446,127	430,930
Other Liabilities	9,389	151,338
Short Term Lease Payable	125,335	119,029
Long Term Lease Payable	1,338,350	1,463,685
TOTAL LIABILITIES	<u>2,681,997</u>	<u>3,105,803</u>
NET ASSETS	<u>174,402,084</u>	<u>159,454,954</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 177,084,081</u>	<u>\$ 162,560,757</u>

**GREATER TACOMA COMMUNITY FOUNDATION
ADMINISTRATION AND ALL COMPONENT FUNDS
STATEMENTS OF ACTIVITIES
January 1 to December 31, 2023 and 2022**

	2023 YTD (12 months)	2022 YTD (12 months)
REVENUES:		
Gifts	\$ 10,242,707	\$ 28,314,877
Grant Revenue	133,629	2,630,078
Realized Gains/(Losses)	197,930	45,402
Unrealized Gains/(Losses)	14,018,927	(26,364,956)
Interest and Dividends	5,410,660	4,826,928
Change in Value of Split interest	248,578	(251,352)
Other Revenue	3,450	6,140
TOTAL REVENUES	30,255,881	9,207,116
 Expenses		
Accounting & Legal Fees	66,890	52,127
Advertising	85,324	60,729
Community Events	69,137	26,284
Compensation	2,222,263	2,381,135
Conference Expense	43,113	15,430
Copying and Printing	2,936	13,547
Depreciation Expense	12,211	13,791
Dues & Subscriptions	49,296	46,621
Equipment and Furniture Purchase	10,136	9,095
Events	23,892	17,879
Facilities	176,752	176,767
Grants Expense	11,690,255	8,374,277
Information & Communications	130,653	130,042
Insurance	15,751	15,472
Interest, Bank Fees, Taxes & Licenses	5,809	15,290
Investment Management Fees	184,444	177,392
Meetings	39,110	63,153
Office & Other Expenses	50,174	33,759
Professional Fees	413,127	238,909
Staff Development	5,847	1,512
Travel	2,372	662
Web site Costs	9,261	10,013
TOTAL EXPENSES	15,308,750	11,873,886
NET OPERATING ACTIVITY	\$ 14,947,131	\$ (2,666,770)

The Greater Tacoma Community Foundation
Assets by Fund Sub-Type
As of 12/31/2023

	Total Assets	# of funds	Percent of Total	Average Fund Balance	New Funds	Gifts	Grants	# of Grants	Admin Fee	% of Total Fees	YTD percent charged
ENDOWED FUNDS:											
Agency	\$ 10,823,242	75	6.1%	\$ 144,310		\$ 50,150	\$ 320,500	64	\$ 75,748	4.4%	0.700%
Designated	38,318,619	100	21.6%	383,186		75,416	960,036	149	495,606	28.7%	1.293%
Donor Advised	16,138,994	32	9.1%	504,344		797,263	428,424	142	137,438	8.0%	0.852%
Field of Interest	17,734,044	16	10.0%	1,108,378	1	902,910	584,356	35	324,395	18.8%	1.829%
Other Community Foundations	1,567,227	13	0.9%	120,556	1	32,654	61,100	12	13,082	0.8%	0.835%
Scholarships	8,535,899	80	4.8%	106,699		49,045	178,900	80	37,741	2.2%	0.442%
Unrestricted	14,332,664	38	8.1%	377,175		-	-	-	256,835	14.9%	1.792%
Total Endowed Funds	107,450,689	354	60.7%	303,533	2	1,907,436	2,533,317	482	1,340,846	77.8%	1.248%
NON-ENDOWED FUNDS:											
Agency	\$ 8,724,834	26	4.9%	\$ 335,571	3	\$ 1,082,000	\$ 1,279,479	14	\$ 50,290	2.9%	0.576%
Community Leadership	3,592,923	11	2.0%	326,629		-	-	-	-	0.0%	0.000%
CRUTs and CGAs	1,902,700	29	1.1%	65,610	1	50,000	34,786	1	4,413	0.3%	0.232%
Designated	15,834,500	34	8.9%	465,721	8	1,403,387	2,855,871	31	42,774	2.5%	0.270%
Donor Advised	33,859,549	79	19.1%	428,602	2	4,630,304	4,450,680	392	265,133	15.4%	0.783%
Field of Interest	448,301	19	0.3%	23,595		51	201,400	7	1,785	0.1%	0.398%
Other Community Foundations	2,000,119	24	1.1%	83,338	4	965,809	139,012	34	9,494	0.6%	0.475%
Scholarships	1,085,906	18	0.6%	60,328		49,545	114,315	57	9,280	0.5%	0.855%
Unrestricted	2,184,561	4	1.2%	546,140		154,175	81,395	4	-	0.0%	0.000%
Total Non-Endowed Funds	69,633,393	244	39.3%	285,383	18	8,335,271	9,156,938	540	383,170	22.2%	0.550%
Grand Total All Funds	\$ 177,084,081	598	100.0%	\$ 296,127	20	\$ 10,242,707	\$ 11,690,255	1,022	\$ 1,724,016	100.0%	0.974%

Investment Committee Report

Investment Committee Report - Quarterly Performance

Background: The Investment Committee met on February 12, 2024 reviewed Vanguard's Composite Performance Review Reports as of December 31, 2023.

Long Term Pool returns compared to the Target-Weighted Benchmark:

	QTR	1 YR	3 YR	5 YR	10 YR	Inception 12/1999
Long Term Pool	9.5%	15.2%	4.2%	8.6%	5.6%	6.0%
Benchmark	10.4%	17.3%	3.6%	8.8%	6.0%	5.7%

Annuity Pool returns compared to the Target-Weighted Benchmark:

	QTR	1 YR	3 YR	5 YR	10 YR	Inception 6/2002
Annuity Pool	10.1%	15.5%	3.0%	6.5%	6.0%	6.5%
Benchmark	10.2%	16.1%	3.0%	8.2%	6.4%	6.9%

Short Term Pool returns compared to Target-Weighted Benchmark:

	QTR	1 YR	3 YR	5 YR	Inception 12/2010
Short Term Pool	8.4%	11.1%	-0.4%	3.1%	3.2%
Benchmark	8.3%	11.2%	-0.5%	4.1%	3.7%

The Committee also reviewed Fund Evaluation Group's Composite Performance Review Reports as of December 31, 2023. Socially Responsive Investment Pool returns compared to Target-Weighted Benchmark:

	QTR	1 YR	3 YR	5 YR	7 YR	Inception 3/2016
SRI Pool	10.2%	13.0%	2.2%	8.0%	6.7%	7.0%
Benchmark	9.9%	13.4%	2.8%	8.0%	6.6%	6.6%

Action: Information only/no action required.