Tulsa Community Foundation Legacy Partnership Program Agreement

THIS AGREEMENT (hereinafter "Agreement") shall be effective as of the 2nd day of October 2022, between **Tulsa Community Foundation** (hereinafter referred to as "TCF"), an Oklahoma non-profit corporation, and Philbrook Museum of Art hereinafter referred to as "Agency"), an Oklahoma non-profit corporation.

The TCF Legacy Partnership Program has been created to assist the Agency to develop, implement and sustain a Legacy program that is fully integrated into the Agency's other fund development activities. It is the mutual intent of TCF and the Agency to assist donors in streamlining their charitable giving. Donors may create donor designated or donor advised funds or make gifts directly to the charitable organizations of the donor's choice. Gifts may be made to the organization's long-term reserve fund held at TCF or elsewhere, or by making an outright gift for the organization's current operations.

SECTION ONE
PARTNERSHIP PARTICIPATION FEE

Agency will pay to TCF an annual participation fee for the 2022 program year of **$$$$$**. For program year 2023, beginning January 1, 2023, the annual participation fee will be $6,750, to be paid in full by January 31; **OR** one-half by January 31 and one half paid by July 31 of each program year.

Beginning January 1, 2023, and the start of every program year thereafter, the annual participation fee may increase at a fixed three percent (3%) rate to accommodate for inflation.

TIERED PARTNERSHIP PARTICIPATION FEE SCHEDULE:

The TCF Legacy Partnership Program fee is tiered based on revenues as reported under IRS Form 990. Form 990 revenues and TCF Program Fees are as follows:

- $10,000 - $199,999 is $1,125 annually,
- $200,000 - $399,999 is $1,500 annually,
- $400,000 - $699,999 is $3,375 annually,
- $700,000 - $999,999 is $5,250 annually, and
- $1,000,000+ is $6,750 annually.

SECTION TWO
LEGACY SERVICES TO BE PROVIDED

Per TCF's executed agreement with The Advancement Group (hereinafter referred to as "TAG"), during the term of this Agreement, the following services shall be provided by TCF through its outsourced Legacy consultant, TAG:

2.1 Assessment Phase: conduct a thorough "getting to know you" meeting to gain a greater understanding of the fundraising strategies and processes that could enhance Agency's legacy program.

2.2 Day-to-day Legacy Partnership Program Administration: TAG and TCF are jointly responsible for setting the Legacy Partnership Program goals and objectives. TAG is responsible for executing the day-to-day responsibilities of the Legacy Partnership Program.

2.3 "Administrative Help Desk": TAG shall provide and serve as the Legacy Administrative Help Desk to the Agency. The Administrative Help Desk is designed to answer charitable gift and administration questions (i.e. providing tax deduction values for gift annuities and charitable trusts, assist the charity with respect to matured gifts, real estate transfers, beneficiary changes, and other work related to this topic), work with the representatives of an estate/trust and other allied professional advisors (as needed), and assist the Agency's Executive Director and / or other Agency employees in establishing or implementing the Legacy program (including necessary meetings, telephone calls, review of materials, and other legacy program activities). A response to the Agency is expected to be completed on a timely basis, usually within 24 to 48 hours of their initial contact with TAG.

2.4 "Help Desk" to Donors: TAG will provide unlimited "Donor Help Desk" services for the donor inquiries of the Agency via telephone and e-mail. The Donor Help Desk is designed to answer donors Legacy questions and prepare gift proposals (Charitable Gift Annuities, Charitable Lead Trusts, Bequests, etc.) for the donors' benefit. A response to the Agency and its Prospective Donor(s) is expected to be completed on a timely basis, usually within 24 to 48 hours of their initial contact with TAG.

2.5 Conduct Ongoing Continuing Education for ED/DD: TAG will conduct two (2) Legacy Continuing Education (CE) classes each year for all participating Agencies to equip the Executive Director, Development Director (ED/DD), and or designees in identifying Legacy opportunities, managing, and maintaining a Legacy program and increasing the ED/DD's working knowledge of Legacy tools & techniques. Agency representatives are required to attend at least one (1) CE class throughout each program year.

2.6 Agency Customized Strategic Marketing Plan: TAG will assist the Agency in developing and implementing a customized Strategic Marketing Plan for the

Agency's legacy program. TAG will conduct regular appointments with the Agency to assist the Agency's representatives to identify, monitor and manage the agency's Legacy program activities as stated in the agency's customized strategic marketing plan. An Agency representative should attend (either in-person, at a virtual meeting or by phone) at least 70% of their regularly scheduled Legacy strategy meetings.

2.7 Legacy Partnership Program Gantt Chart: Working with TAG, each Agency will receive a partnership program Gantt chart plan, detailing the Legacy Partnership Program's activities and the Customized Strategic Marketing Plan.

2.8 Conduct Legacy Presentations Annually: TAG will conduct two (2) public Legacy presentations each program year (in-person or virtually) that the Agency's donors may attend to receive educational information on Legacy tools and techniques. Each Agency should have a representative attend at least one (1) of the seminars and have at least one prospective donor in attendance. Topics will be designed to address a donor's financial and family goals and objectives ranging from Charitable Gift Annuities, Business Owners and Professionals, Estate Planning, Planning for the Single Parent or Special Needs Trust, Women and Philanthropy, Charitable Tax Reduction Strategies, Year-end Gift Giving & Receiving, and other relevant topics.

2.9 Conduct One (1) Annual Customized Legacy Meeting for Each Agency's Board: TAG will conduct one (1) thirty-minute Legacy meeting each program year for the Agency's Board of Directors. The general format will provide for an explanation of the Agency's Legacy Office that will help the board better understand how Legacy works, and what Legacy ideas board members may use personally or present to the Agency's prospective donors.

2.10 Prepare Planned Gift Illustrations: TAG will prepare unlimited gift proposals (Charitable Gift Annuities, Charitable Lead Trusts, Bequests, etc.) for the Agency's donors.

2.11 Prepare Legacy Marketing Items: TAG will prepare Legacy marketing items and distribute them to each participating Agency. These materials will include, but are not limited to: advertisements on Legacy, articles, ps lines, receipt inserts, webpage materials, and other timely Legacy articles.

2.12 Legacy Follow-up: TAG will assist the Agency to maintain annual contact with Legacy donors by assisting in the creation of the Agency's legacy society.

2.13 Monthly Reports: TAG will provide Agencies a monthly report that collects and organizes various inputs, including activity with the Agency and the Agency's board members, employees, volunteers, or donors.

2.14 Legacy Partnership Program Evaluation: As needed or requested by TCF, TCF, TAG and the Agency shall complete a formal evaluation of the Legacy Partnership Program.

2.15 Program Digital Resources: As of 2022, new program digital resources (legacy microsite, online calendar, and customized marketing) will be available as a program enhancement and adaptation to changing donor behavior.

SECTION THREE
MISCELLANEOUS

3.1 Other Services: Additional Legacy services that are beyond the scope of the services described in Section Two above may be provided to the Agency by TCF or TAG. The costs of such services shall be based on TCF's and/or TAG's standard rates for such services. A description of TAG's standard fee-for-service rates are attached to and hereby incorporated into this Agreement as Exhibit A. These services include, but are not limited to donor appointments outside of the Tulsa Metropolitan area, Agency-only Legacy seminars, the review of existing Legacy documents already prepared and in effect, and other services not provided through this program. The Tulsa Metropolitan area is defined as Tulsa County and the following towns: Broken Arrow, Catoosa, Claremore, Glenpool, Jenks, Owasso, Sand Springs, Sapulpa, Skiatook, Sperry, and Bixby.

3.2 Renewal and Termination: This agreement will automatically renew at the end of the calendar year. If the Agency does not intend to renew for the following calendar year, said Agency must give at least sixty (60) days written notice prior to December 31. If sixty (60) days notice of non-renewal is not given, Agency is considered to have renewed the agreement for the next calendar year, effective January 1. To the extent Agency withdraws from the program without giving at least sixty (60) days written notice, Agency shall owe a Program Fee. When notice is received, the Program Fee will be prorated for the current period, plus 60 days. **Written notice must be provided to Tulsa Community Foundation, c/o Mike Dodson, 7030 South Yale Avenue, Suite 600, Tulsa, OK 74136 and a copy sent to The Advancement Group, c/o Chris Miller, 7315 South Lewis Avenue, Tulsa, OK 74137.**

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3.3 Execution of the Agreement: Each party confirms that the individuals signing this Agreement have the requisite authority to enter into this Agreement.

Organization Name	**Tulsa Community Foundation**
by: ______________________________	**by:** ______________________________
NAME	**Phil Lakin, Jr.,**
TITLE	**Chief Executive Officer**

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EXHIBIT A

THE ADVANCEMENT GROUP
FEE SCHEDULE

For Items <u>not covered</u> under the TCF Partnership Program

Additional Board Presentations (Retreats, Special Events, & Workshops)	$600
Continuing Education (Presentations & Staff Training)	$140/hour
On-Site Consulting for non-related Partnership Program Development Services	$140/hour
Customized Agency Specific Donor Seminars	$600
Outside of Tulsa Donor Appointments	$700 (half-day) $1,400 (full-day)
Creation of Agency Specific Gift Guidelines	$3,000
Review of Preexisting Planned Gift Instruments (i.e. beneficiary designation, etc.)	$140/hour
Creation of Customized Agency PG Marketing Materials	TBD

Out of Pocket Expenses:

In addition to the fees described above, Agency shall pay all reasonable out-of-pocket expenses incurred by The Advancement Group and its employees.