

GREAT PARKS OF HAMILTON COUNTY GIFT ACCEPTANCE POLICIES AND PROCEDURES

Great Parks of Hamilton County (“Great Parks”), a park district in Hamilton County, Ohio, and separate political subdivision of the State of Ohio encourages the solicitation and acceptance of gifts to Great Parks to support its mission and master plan. Great Parks has an affiliated foundation, Great Parks Forever, which is an Ohio nonprofit corporation exempt from income taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. To the extent possible, Great Parks encourages that gifts be made to Great Parks Forever as the steward of assets in support of the mission of Great Parks.

The following policies and guidelines govern acceptance of gifts made to Great Parks for the benefit of any of its programs, activities, or services.

I. Purpose of Policies and Guidelines

Great Parks, the Board of Park Commissioners (the “Board”), and its staff solicit current and deferred gifts from individuals, corporations, and foundations to secure the future growth, mission, and master plan of Great Parks. It is the purpose of these policies and guidelines to govern the acceptance of gifts by Great Parks and to provide guidance to prospective donors and their advisors when making gifts to Great Parks. The provisions of these policies shall apply to all gifts received by Great Parks for any of its programs, activities, collections, or services.

II. Responsibility to Donors

Great Parks values the donor’s intention in making any charitable gift to Great Parks, and so that the donor and Great Parks are aligned, any gift accepted by Great Parks must be consistent with the mission and master plan of Great Parks. This includes honoring the donor’s intent for the use of the gift. The goal of Great Parks is to assist donors and fulfill their charitable objectives in light of their tax, estate, and personal planning concerns. No representative of Great Parks shall use undue influence or pressure in completing a gift.

Donations may be made anonymously.

Unless otherwise requested or approved by donors in advance, Great Parks will not share donor information with persons who do not need to know that information. Likewise, Great Parks will not publish donor names in the annual report or otherwise utilize that information for publicity purposes without the prior approval of the donor. Membership and donor lists and information contained within such lists are for internal use only and should never be shared with outside organizations or entities. As a public entity, Great Parks must comply with the Ohio Public Records Act and will disclose any

information related to donations, which is requested and required by law to be produced. In the event of a Public Records request which seeks information related to a particular donor or donation, Great Parks will take reasonable efforts to notify the affected donor prior to the release of the information and will, upon request, provide the information requested and produced to the donor as well.

III. Legal Counsel

- A. **Great Parks' Legal Counsel:** Great Parks shall seek the advice of legal counsel in matters relating to acceptance of gifts where appropriate. Use of counsel is recommended for:
1. review of all gifts involving real estate;
 2. review all gifts subject to a restriction or trust;
 3. review of all transactions with potential conflict of interest that may invoke Internal Revenue Service sanctions; and
 4. such other times when the Gift Acceptance Committee (as defined below) or Chief Executive Officer deems the use of counsel appropriate.
- B. **Donor's Legal Counsel and Professional Advisors:** All prospective donors shall be strongly urged to seek the assistance of their own personal legal, tax, and financial advisors in matters relating to their gifts and the resulting tax and estate planning consequences.

IV. Conflicts of Interest

As referenced above, prospective donors to Great Parks are encouraged to seek advice and assistance from independent legal, financial, tax, or other professional advisors when considering a planned gift. A donor's interests are best protected when they have a full understanding of the tax, financial, legal, and estate planning consequences of a gift before its completion. Donors also are encouraged to discuss their charitable intentions with their family.

The relationship of any professional advisor with Great Parks should be disclosed to the donor (e.g., that a professional advisor serves on Great Parks' Board or that a bank serves as one of Great Parks' investment advisors). It is essential to the gift planning process that the role and relationship of all parties involved, including how and by whom each is compensated, be fully disclosed to the donor. No person shall act or purport to act as a representative of Great Parks without the expressed knowledge and approval of Great Parks, and shall not, while employed by Great Parks, act or

purport to act as a representative of a donor to Great Parks without the expressed written consent of both Great Parks and the donor.

Members of the Board and the staff of Great Parks should conduct their personal affairs to avoid any possible conflict of interest with their duties and responsibilities as members of the Board or staff. One of the purposes of Great Parks' conflict of interest policy, as it pertains to planned giving, is to protect Great Parks as well as its Board members, chiefs, directors, supervisors, employees, volunteers, and donors by providing a clear procedure for disclosure and the handling of any actual or potential conflict of interest. This policy acknowledges that transactions and activities may occur between Great Parks and related parties so long as they are made with the full knowledge and approval of appropriate disinterested persons (i.e., persons without conflicts) within the organization. Great Parks will strive to educate its Board Members, chiefs, directors, supervisors, employees, and volunteers about its conflict of interest policy and the need to provide disclosure of actual or potential conflicts of interest, so that such matters may be handled in an appropriate manner.

Any Board member, chief, director, supervisor, employee, or volunteer should disclose the existence of any actual or potential conflict of interest with Great Parks, including any matters that may affect the financial interest of such person, directly or indirectly, through business, investment, or family, and all material facts related to the conflict or financial interest to the Chief Executive Officer of Great Parks or to a member of the Board. Any person determined to have an actual or potential conflict of interest in a matter involving Great Parks shall abstain from participating in any discussion or vote by the Gift Acceptance Committee, if applicable, regarding such matter, provided, however, such person may provide information to, or answer questions of, the Gift Acceptance Committee.

In addition, Great Parks and its Board members, chiefs, directors, supervisors, employees, and volunteers involved in planned giving are expected to abide by and comply with the Model Standards of Practice for the Charitable Gift Planner as adopted by the National Association of Charitable Gift Planners.

V. *Restrictions on Gifts*

Great Parks will accept unrestricted gifts and gifts for specific programs and purposes as long as such gifts are consistent with its mission and master plan. Great Parks will not accept gifts that are too restrictive in purpose unless the terms of gifts are modified prior to acceptance of the gifts. Great Parks also will not accept gifts that are too difficult, burdensome, or costly to administer, or gifts for purposes inconsistent with, or outside the mission and master plan of, Great Parks. Pursuant to ORC 1545.11, the terms of certain restricted gifts or gifts which are subject to a trust agreement must be approved by the Probate Court after acceptance by the Gift Acceptance Committee.

To ensure compliance with the donor's wishes, whenever reasonably practical there should be a letter or other written agreement between the donor and Great Parks which specifically states the terms and restrictions, if any, made in connection with the gift. Generally, gift letters or agreements with donors should address the ability of Great Parks to modify the use of a gift or the restriction on the use of a gift. For example, such letters or agreements should provide that whenever the Gift Acceptance Committee, with approval by the Board, determines in its discretion that such restricted use or purpose is unlawful, impossible to achieve, impractical, wasteful, unnecessary, inappropriate, impairs the management or investment of funds or otherwise is not in the best interests of Great Parks, or that all or part of the assets received are no longer needed for such use or purpose, or, if because of circumstances not anticipated by the donor, a modification of a restriction will further the purpose or use of a gift or bequest, that Great Parks may, in consultation with the donor if reasonably practical, modify the purpose of the fund or restriction on the use of the gift or bequest, and redirect and use any and all portion of the assets received or the resulting proceeds for other uses or purposes consistent with the general charitable purposes expressed by the donor and the donor's charitable intent of supporting Great Parks and its charitable mission.

Unless the gift contains restrictive terms or included in a trust agreement which must be approved by the Probate court pursuant to ORC 1545.11, the Gift Acceptance Committee shall make any decisions on the restrictive nature of a gift and its acceptance or refusal.

VI. Gift Acceptance Committee and Determinations of Gift Acceptance

The Gift Acceptance Committee shall be composed of the Chief Executive Officer of Great Parks, the Executive Director of Great Parks Forever, and the Chief Financial Officer of Great Parks. It is intended that the composition of the Gift Acceptance Committee shall remain relatively constant.

The Gift Acceptance Committee will review proposed gifts to be made to Great Parks that may not fit within the generally accepted guidelines for acceptance or otherwise advisable to be subject to further review, properly screening, and determining whether to accept those gifts. The Gift Acceptance Committee will follow the individual gift guidelines for gifts listed below but may vary from them depending on exceptional circumstances. Unless a gift contains restrictive terms or is included in a trust agreement which must be approved by the Probate Court pursuant to ORC 1545.11, all decisions regarding gift acceptance by the Gift Acceptance Committee are made in its sole discretion and are final.

VII. Types of Gifts

A. Great Parks may accept the following types of gifts:

1. Cash
2. Pledges
3. Tangible Personal Property
4. Securities
5. Real Estate
6. Remainder Interests in Property
7. Retirement Plan Designations
8. Bequests
9. Other Gifts in the discretion of the Gift Acceptance Committee.

B. The Gift Acceptance Committee does not need to review any gift of cash, securities, or any other gift (including gifts of tangible personal property) valued at less than Five Hundred Dollars (\$500). The following criteria govern the acceptance of each gift form:

1. **Cash:** Cash is acceptable in any form. Checks shall be made payable to Great Parks of Hamilton County.

2. **Pledges:** Pledges should be recorded in accordance with relevant F.A.S.B. rules and regulations. (With very few exceptions, efforts generally should be made to keep pledge periods to three years or less.)

3. **Tangible Personal Property:** All gifts of tangible personal property shall be examined in light of the following criteria:

- Does the property fulfill the mission and master plan of Great Parks?
- Is the property marketable?
- Are there any undue restrictions on the use, display, or sale of the property?
- Are there any carrying costs for the property?

a. Tangible personal property includes but is not limited to such items as:

- Apparel
- Books
- Boats
- Other Items in the Discretion of the Chief Executive Officer or Gift Acceptance Committee.

b. Great Parks is free to sell or liquidate any gift property at any time (unless otherwise agreed in writing) in the manner outlined in ORC Chapter 1545 and Great Parks will not hold gift property for more than three years simply to circumvent the IRS tax reporting requirements. Great Parks' intentions to either resell the property or to retain and use it to further its charitable activities should be made clear to the donor at the time of the gift. The donor will be responsible for obtaining a qualified appraisal complying with IRS regulations for the property, if such an appraisal is required.

c. The final determination on the acceptance of other tangible property gifts shall be made by the Gift Acceptance Committee (unless Probate Court approval of the terms of the gift is required pursuant to ORC 1545.11 for restricted gifts and gifts included in trust agreements).

4. Securities: Great Parks may accept both publicly traded securities and closely held securities. Marketable bonds or other securities that will mature also may be acceptable as gifts regardless of maturity date. Great Parks may also accept limited partnership interests in passive, investment-type partnerships, such as those holding rental real estate, stocks, bonds and other investments. Great Parks generally should not accept interests in partnerships that carry on an active for-profit business, nor should Great Parks accept general partnership interests because of the exposure to claims of creditors. These policies also apply to proposed gifts of interests in limited liability companies and family limited partnerships.

a. The Gift Acceptance Committee shall make a final determination on the acceptance of securities of any type that are not publicly traded (unless Probate Court approval of the terms of the gift is required pursuant to ORC 1545.11 for restricted gifts and gifts included in trust agreements).

b. If the donor possesses the certificates and the security is in his or her name:

i. The donor should send the unendorsed certificates to:

Great Parks of Hamilton County
Attention: Andrew Collins, Chief Financial Officer
10245 Winton Road
Cincinnati, OH 45231

ii. The donor should include a letter of transmittal with the certificates stating the designation of the gift.

- iii. Under separate cover to the same address, the donor should send a stock/bond power of attorney obtainable from the donor's broker. The donor must sign the power and the signature must be guaranteed.
- iv. If the certificates have been endorsed, they should be delivered by courier or by hand to the address above.

c. The donor also may inform Great Parks of donor's willingness to make a gift of securities by electronic transfer. The staff member should obtain the broker's name and phone number. If so, the following steps must be taken:

- i. The donor should contact his or her broker to inform the broker of the gift.
- ii. An appropriate designated employee of Great Parks should communicate with the donor to confirm the purpose and designation of the gift
- iii. An appropriate designated employee of Great Parks should contact the donor's broker to determine when the stock will be transferred and to provide information needed to accomplish the transfer.
- iv. An appropriate designated employee of Great Parks should determine that the gift has been credited to Great Parks' stock account.

d. For gifts of securities, Great Parks will provide written notification of the gift to all persons handling Great Parks' accounting functions including:

- i. Full identification of the donor including name and address, to ensure that the gift is credited to the proper donor.
- ii. Source of notification: donor, broker, development officer, or other source.
- iii. Form of gift: stocks, bonds, debentures, warrants, options, other.

- iv. Description of gift including the name of the company issuing the securities and the number of shares.
 - v. Restrictions, if any.
 - vi. Designation of the gift.
 - vii. Valuation of the gift (including cost basis), according to applicable federal tax rules, IRS rulings, and regulations.
 - viii. Date of valuation, according to applicable federal tax rules, IRS rulings, and regulations.
- e. If the donor of a gift of stock received electronically is not identified, then the following steps shall be taken:
- i. An appropriate designated employee shall make every reasonable effort to trace the transfer to the brokerage firm that sent it.
 - ii. If the donor of a stock gift cannot be identified within ten working days, the gift will be recorded as anonymous and unrestricted.
- f. It is Great Parks' policy to sell gifts of securities as soon as it is practicable after their receipt, assuming that a market for the securities exists. Great Parks does not act as a "market timer," i.e., does not attempt to time sales of securities received as gifts based upon predictions as to when the sale price will be maximized. Exceptions may be made case-by-case, subject to approval by the Gift Acceptance Committee in consultation with the Investment Committee of Great Parks. Great Parks should communicate this policy to prospective donors of securities. All divestments shall be made in accordance with Great Parks' then in effect Investment Policy.

5. Gifts of Real Property (Real Estate): The Gift Acceptance Committee, using the Real Estate Gift Guidelines outlined in this Section, shall determine whether or not to accept gifts of real property, subject ultimately to approval by the Board (and Probate Court approval of the terms of the gift if such approval is required pursuant to ORC 1545.11 for restricted gifts and gifts included in trust agreements).

a. While real estate can be an attractive and valuable gift, there are many liability issues to be considered before Great Parks will accept a gift of real estate. The two primary concerns are environmental and practical issues regarding disposition of the property.

b. Gifts of real estate may include developed property, undeveloped property, or gifts subject to a prior life interest.

c. Before acceptance of real estate, Great Parks shall require a Phase I environmental site assessment of the property to ensure that the property is not contaminated with environmental damage. If that assessment reveals a potential problem, Great Parks may retain a qualified inspection firm to conduct a Phase II environmental site assessment if it desires to further consider the proposed gift. The cost of the Phase II environmental site assessment shall generally be an expense of the donor.

d. To initiate the gift acceptance process, the Great Parks Chief of Planning, shall submit the following information to the Gift Acceptance Committee:

- i. Donor's name and address.
- ii. Gift Designation, if any.
- iii. Proposed gift vehicle: an outright gift, a type of planned gift, an endowment gift.
- iv. An appraisal of the property conducted in accordance with IRS guidelines, provided and paid for by the donor or by Great Parks.
- v. Title examination and title commitment
- vi. The existence and amount of any carrying costs, such as property owner's association dues, country club membership dues, taxes and insurance.
- vii. The existence and amount of any mortgage or liens on the property.
- viii. An analysis of the marketability of the property.
- ix. A Phase I environmental site assessment is required for all gifts of real property, regardless of type (residential, commercial or undeveloped), before acceptance and transfer of title. In each case, a preliminary site inspection shall be performed by a qualified representative or consultant. This inspection should include observation of the adjacent and surrounding area as well. A summary

report of the observations shall be prepared and included in the donor's file.

If the property has been used commercially, either in the past or present, this assessment shall include obtaining a title history that includes a chain of title and copies of current and expired property interests, liens and encumbrances.

If necessary, and if other arrangements cannot be made with the donor, Great Parks may cover the costs of the Phase I environmental site assessment.

If the property is likely to be free of hazardous substances, the staff member may recommend acceptance of the property. If there are possible problems suggested, and Great Parks wishes to pursue further review, a Phase II environmental site assessment may be initiated.

- x. A statement of any restrictions requested by the donor concerning the disposition of the property.
- e. Prior to acceptance of the real property, the gift shall be approved by the Gift Acceptance Committee. Prior to authorizing acceptance of real property, the Gift Acceptance Committee shall consider:
- i. Whether the property is useful to Great Parks per ORC 1545.11
 - ii. Whether the property is marketable;
 - iii. The existence of any restrictions, reservations, easements or other limitations associated with the property;
 - iv. Carrying costs, which may include insurance, property taxes, mortgages or notes, and so forth, associated with the property; and
 - v. Results of title examinations and environmental assessments of the property.

A title commitment shall be obtained by Great Parks prior to the acceptance of the real property gift. The cost of this title commitment shall generally be an expense of the donor.

f. If the property is subject to a conservation easement, such conservation easement shall be noted in the files of Great Parks so that such conservation easement can be tracked and complied with.

g. If the donation of real estate is subject to terms restricting the use and administration of the real estate or included in a trust agreement, the terms of the donation and/or trust agreement must be approved by the Probate Court pursuant to ORC 1545.11.

h. If the Board finds that any real estate that Great Parks has acquired are not necessary for the purposes for which they were acquired, Great Parks may sell and dispose of the lands pursuant to ORC 1545.12.

6. Remainder Interests in Property: Great Parks will accept a remainder interest in a personal residence, farm, or vacation home subject to the provisions of Section 5 above. The donor or other occupants may continue to occupy the real property for the duration of the stated life. At the death of the donor, Great Parks may use the property or reduce it to cash per requirements of ORC 1545.12. Where Great Parks receives a gift or a remainder interest, expenses for maintenance, real estate taxes, and any property indebtedness are to be paid by the donor or primary beneficiary.

7. Retirement Plan Designations: Donors and supporters of Great Parks shall be encouraged to name Great Parks as beneficiary of their retirement plans. Such designations shall not be recorded as gifts to Great Parks until the gift is irrevocable. When the gift is irrevocable, but is not due until a future date, the present value of that gift may be recorded at the time the gift becomes irrevocable.

8. Bequests: Donors and supporters of Great Parks shall be encouraged to make bequests to Great Parks under their wills and trusts. Such bequests shall not be recorded as gifts to Great Parks until the gift is irrevocable. When the gift is irrevocable, but is not due until a future date, the present value of that gift may be recorded at the time the gift becomes irrevocable. Donors shall be encouraged to provide specific bequest documentation to Great Parks.

VIII. *Miscellaneous Provisions*

A. **Appraisals and Donor legal and professional fees.** It shall be the responsibility of the donor to secure an appraisal (where required), complying with IRS regulations, for purposes of establishing the value of the gift for federal income tax purposes, including the preparation of

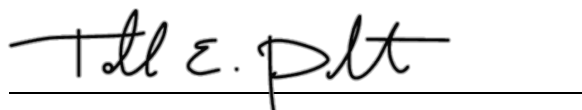
Form 8283 and independent legal counsel for all gifts made to Great Parks. Great Parks does not recommend specific appraisers.

- B. **Valuation of gifts for development purposes:** Great Parks shall record a gift received by Great Parks at its valuation for gift purposes on the date of gift.
- C. **Compliance with tax laws and IRS requirements for charitable gifts.** Great Parks will comply with all federal tax requirements in acknowledgement of charitable gifts including providing on a timely basis written acknowledgements of charitable gifts to donors and making required reports to the Internal Revenue Service (IRS) upon the sale or other disposition of charitable gifts within the then applicable time period requiring such a report. (Currently, such reports are the filing of Form 8282 upon the sale or disposition of a charitable gift of property valued at more than \$5,000 within three years of receipt by Great Parks).
- D. **Solicitation Materials and Solicitor Training.** Great Parks through its Gift Acceptance Committee and staff will review and monitor Great Parks' solicitation materials for accuracy and appropriateness.

IX. Changes to Policies

The Board should review these policies and procedures periodically, and no less than every three years, for any recommended revisions or refinements.

These Gift Acceptance Policies and Procedures were adopted by the Great Parks Board of Park Commissioners on January 19, 2023.



Todd Palmeto, Chief Executive Officer