



**Berkeley  
Partners  
For Parks**

Berkeley Partners for Parks  
P.O. Box 12521  
Berkeley CA 94712  
info@bpfp.org  
Tax ID: 94-3228356

## LIMITED PARTNER REQUEST

**Berkeley Partners for Parks (BPFP) is a 501(c)(3) nonprofit organization. Our mission is to:**

- *Develop and cultivate wider community interest in the parks and other public amenities in and around Berkeley;*
- *Encourage and support the organization of community groups to adopt and work for the welfare of parks and other public amenities in and around Berkeley; and*
- *Provide fiscal sponsorship to groups that support our mission.*

**A limited partner in BPFP is an organization with independent legal status carrying out a specific project that falls within the mission of BPFP. This document asks for some information about your organization and the project for which you are seeking BPFP fiscal sponsorship, so that both of us can determine if it is a good fit. If a question doesn't make sense, skip it. We anticipate a meeting between us before either of us makes a commitment.**

**Name of Group** \_\_\_\_\_

**Please check all that apply:** Active in \_\_\_\_\_ in furthering parks\_\_\_\_, gardens\_\_\_\_,  
Berkeley? Or ...?  
paths\_\_\_\_, creeks\_\_\_\_, historic restoration\_\_\_\_, public amenities\_\_\_\_, recreation\_\_\_\_,  
other related (specify) \_\_\_\_\_

**Purpose and Proposed Activities:** Please tell us what you hope your group will accomplish. Is your present thinking that you will accomplish one project and then maintain that project at a lower level, or even disband? Or do you see your group taking on a series of projects or tasks and continuing indefinitely? (Feel free to use another sheet of paper.) For limited partners this needs to be very specific about what, how long, physical boundaries, etc. Ask us for help if this seems difficult.

**Will you pass all revenues and expenditures for this project through BPFP?** \_\_\_\_\_

**How many volunteers do you hope to have in a year?** \_\_\_\_\_ **Volunteer hours?** \_\_\_\_\_

**About how much money do you hope to raise each year, or for your project?** \_\_\_\_\_

**How do you expect to fund your work?** Memberships? \_\_\_\_\_ Fundraising events? \_\_\_\_\_

Donations from individuals? \_\_\_\_\_ Other? \_\_\_\_\_

Grants? (From public? \_\_\_\_\_ private? \_\_\_\_\_ governmental? \_\_\_\_\_ local? \_\_\_\_\_ national? \_\_\_\_\_ sources)

Notes, comments: \_\_\_\_\_

**Do you already have an EIN?** \_\_\_No It is: \_\_\_\_\_ **For pre-existing organizations, are you registered with the IRS?** \_\_\_Yes \_\_\_No **What tax form do you file?** \_\_\_\_\_

**Please identify people who are/will be involved in your activities. Note which one will be the treasurer or fiscal contact.**

**Contact: Name**

**Address**

**Email**

**Phone(s)**

**Contact: Name**

**Address**

**Email**

**Phone(s)**

**Contact: Name**

**Address**

**Email**

**Phone(s)**

It is our practice to notify all listed contacts by email of monthly BPFP meetings and related events. Please let us know when contacts change. If you would like others (additional or instead) informed, please let us know via email at [books@bpfp.org](mailto:books@bpfp.org) .

When you have completed this questionnaire and looked at the Limited Partner Principles and Practices (next page), we would like to meet with two or three of you to discuss your needs and, in general, how BPFP operates. Please contact our chair, Ms Charlie Bowen, at 510.540.7223 or [charlie\\_paths@comcast.net](mailto:charlie_paths@comcast.net) or [info@bpfp.org](mailto:info@bpfp.org) Thank you for your interest. We look forward to talking with you.

**For information about BPFP and its partner groups please visit our website at [www.bpfp.org](http://www.bpfp.org)**

## **BPFP PRINCIPLES & PRACTICES**

### **FOR LIMITED PARTNERS**

*Your group agrees that for the specific purpose(s) stated in your application you will:*

- *Use the funds you collect for the purposes defined in your application or as you and we subsequently agree to change them.*
- *Put all financial transactions for these specific purposes through BPFP and document them properly.*
- *Prepare and send required letters of acknowledgement for tax-deductible donations you receive. (BPFP will keep you informed of the IRS requirements.)*
- *Include a statement on all communications related to these specific purposes acknowledging your limited relationship with BPFP.*
- *Keep BPFP informed when any of your primary contacts change.*
- *For grants BPFP must have contracts with both you and the donor. Legally we will receive the funds from the donor and then 're-grant' them to you, subject to your using them for the agreed purposes.*
- *Provide a brief narrative report to BPFP in October of each year, describing your activities during the previous year (which with your permission will be published in our annual newsletter).*
- *If you use an employee or an Independent Contractor for regular services, that person must be paid by you and reimbursed by us to you. Do not engage a fundraiser or grant-writer who would be paid from these funds without our prior approval.*
- *Abide by IRS restrictions on political activity. BPFP will provide guidelines.*
- *Pay annual membership dues plus an administrative fee for BPFP's services to you. Currently the membership is \$35/year and the fee is 7% of income from most sources. Because contracts with governments often require extensive documentation and special handling, the fee will be 10% for those contracts. However, we will keep the fee at 7% for small grants that do not require major bookkeeping – please discuss this with us in advance.*
- *Prepare and submit whatever organizational and tax returns you are responsible for, including as income the amounts BPFP pays to or for you for the covered purpose(s).*
- *Endeavor to attend at least one BPFP Board and/or membership meeting each year (for information exchange and social benefits).*

*Berkeley Partners for Parks agrees to:*

- *Permit you to use our Section 501(c)(3) tax-exempt status to solicit funds only for the specific purpose(s) described on the application form.*
- *Provide all accounting services for such funds, including depositing funds designated for you, preparing checks as you request and providing regular reports to you.*
- *Create separate restricted accounts as needed (e.g., for a contract or new project).*
- *Handle BPFP's regulatory and tax compliance matters related to the specific purpose(s). You must continue to file your own regulatory and tax forms.*
- *Permit you to use our Seller's Permit for the specific purpose(s). We will prepare the sales tax report and will provide Resale permits as requested.*
- *Handle the necessary state registration and reporting for fundraising, including for raffles, for the specific purpose(s). You must inform us in advance of these activities.*
- *Provide whatever financial reporting on specific purposes is required by a grantor or donor. We will remind you of reporting deadlines as they approach.*
- *Respond promptly to your needs for information, approvals, funds, etc.*

***BPFP PARTNERSHIP AGREEMENT  
FOR LIMITED PARTNERS***

\_\_\_\_\_ is a legal entity, EIN \_\_\_\_\_, and remains fully and independently responsible for carrying out and reporting on all its activities, including those described in this agreement. We agree to the above statement of principles and practices for the specific purpose(s) proposed in this document. (Any item which we agree will not pertain to our relationship must be crossed out and initialed by both organizations.)

\_\_\_\_\_/\_\_\_\_\_  
For Limited Partner                      Date                      For Berkeley Partners for Parks                      Date

*At a BPPF Board meeting held on \_\_\_\_\_ it was agreed that the specific purpose(s) described in this document support(s) the mission of Berkeley Parks for Parks, and it was moved, seconded and approved that \_\_\_\_\_  
(limited partner's name)  
is accepted and welcomed as a Limited Partner of Berkeley Partners for Parks. A limited Partner has the same rights and privileges as a full Partner only with respect to the one or more specific purposes described in this document.*

\_\_\_\_\_/\_\_\_\_\_  
Secretary of BPFP / Date



Berkeley Partners for Parks  
P.O. Box 12521  
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[Inside address: to new limited partner]

[Date]

Dear [new group name],

This is an addendum to the BPFP Partnership Agreement and, if in conflict, it supersedes certain of the bullet items in the Agreement. You wish to use BPFP's tax status for some, but not all, of your activities. The activities you wish to include are specified under *Purpose and Proposed Activities* on page 1 of the Limited Partner Request. We agree that any activity not specified there is not covered by our agreement.

The financial reporting to the IRS that you and we make must be consistent. Current IRS regulations say that:

- The income which is intended to support the activities and goals in this document technically comes to BPFP, not to you. BPFP reports that income to the IRS on our Form 990. You do not report that income (because it didn't come to you). However we will issue you a 1099 (assuming that we reimburse you \$600 or more in one calendar year), which you will have to include in your income, from BPFP, not your grantor. Similarly your expenses should be reported on your tax return.
- You will submit invoices, receipts and requests for payments to BPFP. BPFP will pay these and report them as expenses to your project(s).

The result is that on your tax return you will record income and expenses in equal amounts over one (or more) years.

Agreed between:      New Limited Partner

BPFP

Organization \_\_[new group name]\_\_\_\_\_

Berkeley Partners For Parks

By (individual's name)

\_\_\_\_\_

\_\_\_\_\_

Dated:

\_\_\_\_\_

\_\_\_\_\_

## FISCAL SPONSORSHIP GRANT AGREEMENT

On \_\_\_\_\_, 20\_\_\_\_, Berkeley Partners for Parks (BPFP) decided that financial support of the project described in the Limited Partner Request accompanying this Agreement will further BPFP's tax-exempt purposes. Therefore, BPFP has created a restricted fund designated for such project, and has decided to grant all amounts that it may deposit to that fund, less any administrative charge as set forth below, to \_\_\_\_\_ (Grantee), subject to the following terms and conditions:

1. Grantee shall provide BPFP with its articles of incorporation as a nonprofit CA corporation as well as evidence of current active status from the Secretary of State's website, or other documentation satisfactory to BPFP showing Grantee's separate existence as an organization in good standing.
2. Grantee shall use the grant solely for the project described in the accompanying Limited Partner Request, and Grantee shall repay to BPFP any portion of the amount granted which is not used for the project. Any changes in the purposes for which grant funds are spent must be approved in writing by BPFP before implementation. BPFP retains the right, if Grantee breaches this Agreement, or if Grantee's conduct of the project jeopardizes BPFP's legal or tax status, to withhold, withdraw, or demand immediate return of grant funds, and to spend such funds so as to accomplish the purposes of the project as nearly as possible within the BPFP's sole judgment. Any tangible or intangible property, including copyrights, obtained or created by Grantee as part of this project shall remain the property of Grantee.
3. Grantee may solicit gifts, contributions and grants to BPFP, earmarked for BPFP's restricted fund for this project. Grantee's choice of funding sources to be approached and the text of Grantee's fund-raising materials are subject to BPFP's prior written approval. All grant agreements, pledges or other commitments with funding sources to support this project via BPFP's restricted fund shall be executed by BPFP. The costs of any reports or other compliance measures required by such funding sources shall be borne by Grantee.
4. An administrative charge of seven percent (7%) of all amounts deposited into the restricted fund shall be deducted by BPFP to defray BPFP's cost of administering the restricted fund and this grant.
5. Nothing in this Agreement shall constitute the naming of Grantee as an agent or legal representative of the BPFP whatsoever except as specifically and to the extent set forth herein. The Agreement shall not be deemed to create any relationship of agency, partnership or joint venture between the parties hereto, and Grantee shall make no such representation to anyone.
6. Grantee shall submit a full and complete report to BPFP each year within which any portion of the grant is spent. The initial report shall be submitted by Grantee no later than \_\_\_\_\_, 20\_\_\_\_, and subsequent reports, if any, shall be due on the anniversary date of the initial report. The report shall describe the charitable programs conducted by Grantee with the aid of this grant and shall report on Grantee's compliance with the terms of the grant.
7. This grant is not to be used in any attempt to influence legislation within the meaning of Internal Revenue Code (IRC) Section 501(c)(3). No agreement, oral or written, to that effect has been made between BPFP and Grantee.
8. Grantee shall not use any portion of the funds granted herein to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of law or public policy, to

- cause any private inurement or improper private benefit to occur, nor to take any other action inconsistent with IRC Section 501(c)(3).
9. Grantee shall notify BPFP immediately of any change in (a) Grantee's legal or tax status, and (b) Grantee's executive or key staff responsible for achieving the grant purposes.
  10. Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless BPFP, its officers, directors, trustees, employees and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorneys' fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of Grantee, its employees or agents, in applying for or accepting the grant, in expending or applying the funds furnished pursuant to the grant, except to the extent that such claims, liabilities, losses or expenses arise from or in connection with any act or omission of BPFP, its officers, directors, trustees, employees or agents.
  11. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be performed entirely within such State.
  12. This Agreement shall supersede any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended or modified, except in a writing signed by both parties hereto.

*IN WITNESS WHEREOF, the parties have executed this Grant Agreement effective on the*

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Berkeley Partners for Parks, Grantor

By: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_, Grantee

By: \_\_\_\_\_ Date: \_\_\_\_\_