



# Sunland Village East Foundation Board of Trustees Resolution

RESOLUTION # ~~15~~ 16

## Letter of Agreement With Arizona Humane Society

WHEREAS the Sunland Village East Foundation would like to accept personal property donations bearing VINs (Vehicle Identification Numbers), such as automobiles, trucks, trailers, boats, and RVs; and

WHEREAS an auto dealership license is required to sell such property in significant numbers, and it takes much time and work to effectively broker donated vehicles; and

WHEREAS the SVEF has no such dealership license and the Arizona Humane Society does have its own dealership, and they are willing to partner with SVEF by assuming the dealership responsibilities for SVEF's donated vehicles for a reasonable fee;

Therefore, be it RESOLVED that Sunland Village East Foundation will enter into a partnership with the Arizona Humane Society for the sole purpose of them assuming the dealership responsibilities for SVEF's donated vehicles. A copy of the letter of agreement creating this partnership is attached to this resolution.

<u>Trustee Signature</u>	<u>Trustee Printed Name</u>	<u>Date</u>
<u>James F. Volk</u>	<u>JAMES F. VOLK</u>	<u>02/20/2024</u>
<u>Lona Christoffers</u>	<u>LONA CHRISTOFFELS</u>	<u>02/20/2024</u>
<u>William L. Hopper</u>	<u>William L. Hopper</u>	<u>2/24/24</u>
<u>Linda Trappett</u>	<u>Linda Trappett</u>	<u>2/24/24</u>

The Secretary of the SVEF certifies that the above is a true and correct copy of the resolution that was duly adopted at a scheduled meeting of the Board of Trustees on February 24, 2024.

<u>Secretary Signature</u>	<u>Secretary Printed Name</u>	<u>Date</u>
<u>Linda Trappett</u>	<u>Linda Trappett</u>	<u>2/24/24</u>

## Proposed letter to AHS

Sunland Village East Foundation  
7960 E Kiowa Circle  
Mesa, AZ 85209

Arizona Humane Society  
Director of Thrift Operations & Vehicle Sales  
Attention: Mr. Greg Virga  
9224 N 13th Avenue  
Phoenix, AZ 85021

February 4, 2024

Dear Mr. Virga,

After our telephone conversations with Lisa Wagner and you, the SVEF (Sunland Village East Foundation) Board has met and agreed that a partnership with the AHS (Arizona Humane Society) will be mutually beneficial to both our charities.

After looking at the example contract between AHS and CARS we think it is overkill for the level of activity between our Foundation and AHS. We suspect that one vehicle a month might be a high level of activity for our Foundation, at least to start out. Even that may be overly optimistic. So, we are hoping that a letter of agreement will suffice between our two corporations, outlining the basics.

Here are the basics as we understand them. They serve as a starting point for our letter of agreement, if such is acceptable to you.

1. The partnership applies only to vehicles donated to SVEF. Any vehicles directly donated to AHS are not part of this agreement, and SVEF has no claim on any vehicles so donated.
2. SVEF is responsible for obtaining a title, if one is available; keys, if they are available; and getting a signed agreement from the donor that the vehicle is an unrestricted donation.
3. SVEF will then call AHS; and AHS will arrange for pick-up of the vehicle.
4. AHS will sell the vehicle, and SVEF will get **70 percent** of the sale net, after AHS' expenses for the sale. Any loss realized on the sale of a donated vehicle will be borne entirely by SVEF, and will not be allocated according to the percentage agreement.
5. AHS will provide a report accompanying each payment to SVEF showing (i) the VIN number, (ii) date vehicle sold, (iii) year of vehicle, (iv) selling price, (v) associated fees, (vi), net sales, and (vii) the amount to be paid by AHS to SVEF.



## Proposed letter to AHS

6. AHS will prepare IRS form 1098C, and email it (as an attachment) to SVEF (treasurer@sve-foundation) for delivery to the donor. SVEF will provide written substantiation of donations to donors.
7. SVEF will prepare a brochure and a page on the SVEF website explaining our partnership, and how to donate a vehicle. SVEF agrees to allow AHS to review the brochure and webpage before they are made public.
8. SVEF will include in the brochure and webpage information about how people can either donate their VIN-bearing asset directly to AHS, or how they can donate it to SVEF.
9. AHS will provide an AHS vehicle donation landing page URL iFrame link to SVEF for placement on the SVEF website. Because SVEF is a community foundation, no reciprocal iFrame link to SVEF will be placed on the AHS website.
10. This agreement can be terminated by either party upon written notice 30 days prior to the termination date.
11. SVEF represents and warrants that it is recognized by the Internal Revenue Service as a tax-exempt entity qualified to accept tax-deductible donations from the public, and agrees to maintain this tax-exempt status for the duration of this Agreement.

Agreed to this 6<sup>th</sup> <sup>March</sup> day of ~~February~~, 2024,

Lona Christoffers

Lona Christoffers

President/Chairperson, Sunland Village East Foundation

Agreed to this 4 <sup>March</sup> day of ~~February~~, 2024

Dr. Steven Hansen

President & CEO

Arizona Humane Society