

COMMUNITY FOUNDATION OF ST. CLAIR COUNTY
AGENCY DESIGNATED FUND AGREEMENT

“FUND NAME”

The undersigned non-profit organization and/or its donors (Donors) wish to create an Agency Designated Endowment Fund to support the programs, projects and operations of this designated non-profit organization (Agency).

The Fund will be named the " _____ " (Fund) and will provide organizations, businesses and the general public an opportunity to invest in the long-term growth and success of this designated Agency.

This new fund will operate under the policies and procedures outlined below.

1. The Fund is intended to generate public support for the special programs, projects and operations of this designated Agency. It will be a public fund, and will be so identified by the Foundation in all relevant literature, reports, promotional materials and other public documents.
2. The Fund shall be designated as an "Agency Designated Fund" intended to provide support exclusively to this designated Agency.
3. The Fund will include any property which hereafter may be transferred to the Foundation by any source, including donations from the general public. Unless otherwise provided in an agreement governing additional contributions to the Fund, any property added to the Fund shall be subject to all of the terms and conditions of this Fund Agreement.
4. The Foundation shall have full legal and equitable title to the property held in the Fund, subject only to the terms of this Fund Agreement, and shall control the income and net appreciation. The Fund shall not be considered to be a separate trust and the Foundation shall not be considered to hold the Fund as a trustee. No specific individual or organization other than the Foundation shall be considered to have a beneficial interest in any property in the Fund. All contributions to the Fund are considered irrevocable by the donor(s).
5. The Fund's net income, as calculated by the Foundation's Spending Policy (which may from time to time be amended) shall be made available to assist this designated in the fulfillment of their mission. All distributions must be consistent with the exempt purposes of The Foundation as specified in its Articles of Incorporation and Bylaws, (which may from time to time be amended).
6. In addition to the net income described above, the Foundation may award up to % of the total Fund balance (including principal) to support special projects or to meet extraordinary needs of this designated Agency. Such additional disbursements are above and beyond the Foundation's normal spending policy and require the approval of the Foundation's Grants Committee as well as the Finance and Investment Committee. Additionally, such disbursements may not be made more than once annually.
7. The Fund shall generally be considered a permanent endowment except that as provided through FASB 116, any gifts made directly by the designated Agency shall be accounted as *Funds Held as Agency Endowments* and an offsetting liability on the financial records of the Foundation.

8. The Foundation may commingle the property held in the Fund with property of other component funds held by the Foundation. Provided, however, the property held in the Fund will be clearly identified in the books and records of the Foundation and distributions from the Fund will be clearly identified as such to the grantees.
9. It is agreed that all assets held in the Fund will be subject to the Articles of Incorporation and Bylaws of the Foundation, which may be amended from time to time. The Articles and Bylaws of the Foundation includes their Variance Power and the power for the governing Board to modify, without prior approval or subsequent confirmation of any court, any restrictions or conditions on the distribution of funds, including any provisions for distributions to specified organizations, if, in its sole judgment, those restrictions become, either wholly or in part, unnecessary, incapable of fulfillment or inconsistent with the charitable needs of the area served by the Foundation.
10. We understand and agree the Fund will share a fair portion of the total fund management and investment management costs of the Foundation. The fees charged against the Fund will at all times be reasonable, and will be consistent with the Foundation's then current fee schedule (which may from time to time be amended) applicable to funds of this type. These fees may be charged against income or principal of the Fund at the discretion of the Foundation.
11. As of today's date, the Fund Management Fees charged against "Agency Designated Funds" is 1.0% of fund assets annually. Investment management fees vary based on investment strategies, *and as an example only*, investment management fees in 2014 were approximately ½ of 1% or 50 basis points.
12. The donors authorize the Foundation to publish the name of the Fund and the amount held in the Fund in its annual report and in other returns, reports and publications.
13. Notwithstanding anything contained herein to the contrary, in the event of the Foundation's dissolution, the Fund's value at the time of the Foundation's dissolution shall be distributed to this designated Agency or to its successors, or to a charitable organization directed by this designated Agency for one or more exempt purposes within the meaning of IRC 501(c)(3).
14. In the event that this designated Agency ceases to exist as a legally incorporated nonprofit, the Foundation shall maintain the endowment fund and use its grantable funds to support similar nonprofit organizations within St. Clair County, as determined by the Community Foundation of St. Clair County.

Please indicate below your acceptance of this contribution and of the terms of this fund agreement.

Date: _____

THE COMMUNITY FOUNDATION OF ST. CLAIR COUNTY

By: Randy Maiers

Its: President

Date: _____

SCHEDULE A

DESCRIPTION OF PROPERTY
CONTRIBUTED TO THE COMMUNITY FOUNDATION OF ST. CLAIR COUNTY

(this part to be completed by the donor and/or their representatives)