



Sample Donor Advised Fund Agreement

This Agreement is made on _____ (month/date/year), by and between _____ ("Donor"), and the Richmond Community Foundation, a California nonprofit public benefit corporation ("Foundation").

The Donor agrees to create a Donor Advised Fund ("the Fund") with the Foundation under the following terms and conditions:

1. Name

The **Fund** shall be known as **The** _____ **Fund**, and shall be identified as such by the Foundation and its Board of Directors in the course of administration and distribution thereof.

2. Contributions

The Foundation acknowledges receipt of _____ as the initial contribution to the **Fund**. It is anticipated by all parties to this Agreement that from time to time other assets acceptable to the Foundation may be donated to the **Fund**. Such additional contributions shall be appropriately acknowledged by the Foundation. If contributions other than cash are made to the **Fund**, such contributions must first be approved by the Foundation. All additional contributions shall be administered and distributed in accordance with the terms and conditions of this Agreement.

3. Fund Assets

It is understood and agreed by all parties that all assets contributed to the **Fund** shall become an irrevocable gift to the Foundation and legal control and responsibility for the Fund rests with the Foundation. In carrying out such responsibilities, the Foundation shall hold, manage, invest, and reinvest the **Fund**, and shall collect the income and shall pay and disburse monies from the **Fund** for public, educational and charitable uses and purposes.

4. Creating Impact

In an effort to leverage the contributions of the Donor, and others who have established Funds' at the Foundation, the Foundation administers a **Community Impact Fund** that pools resources from multiple donors. Distributions from the **Community Impact Fund**

are made to charitable projects in the Richmond area that address key issues in a number of fields. It is understood and agreed by all parties that five percent (5%) of each contribution to the **Fund** shall be transferred to the **Community Impact Fund**, administered by the Foundation and described further in Addendum B of this Agreement.

5. Fund Advisors

The Foundation acknowledges that the persons listed in **Addendum A** of this Agreement shall have authority to make recommendations for grants from the **Fund**. The Donor may name one or more Successor Advisors to the **Fund** to act upon the death, resignation, refusal, removal, or inability to act of the last named Advisor(s). At any time that the **Fund** has multiple Advisors, the **Fund** Advisors shall select a Lead Advisor who will transmit grant recommendations to the Foundation. It is understood that in the event that no Advisor is able and willing to act, the Foundation's Board of Directors shall make decisions without an Advisor in accordance with its "Inactive Fund Policy".

6. Distributions

The initial Donor is recognized by the Foundation as the **Fund's** Lead Advisor. Alternatively, a designated Lead Advisor may be named to make periodic recommendations that will be reviewed consistent with the Foundation's policies. It is understood that such recommendations shall be advisory only, will not be binding upon the Foundation and will not be the sole criteria used by the Foundation in determining whether to make distributions from the **Fund**.

7. Variance Power

The undersigned acknowledges that the Board of the Foundation has the power and the duty to modify any restriction or condition on the distribution of funds for any specified charitable purpose or organization, if, in the sole judgment of the Foundation's Board, without approval of any participating trustee, custodian or agent, such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment or inconsistent with the charitable needs of the community.

8. Responsibilities

The Foundation shall assume responsibility for check writing, bookkeeping, investment management, tax reporting, auditing and evaluation of projects, and furnishing to the Donor and/or their Lead Advisor quarterly reports of all Fund income and expenses.

9. Fund Investment

The **Fund's** assets may be combined with other Foundation assets for investment purposes. However, the Foundation shall keep separate accounts of this **Fund**, and investment returns (including interest, dividends and capital appreciation) on the **Fund's** assets shall inure to the benefit of the **Fund**.

10. Administrative Fees

The Foundation shall charge the **Fund** an annual administrative fee, which shall be based upon the prevailing Administrative Fee Schedule of the Foundation. The fee is intended to cover administrative services. If the Directors determine that the actual cost

of administering the **Fund** exceeds the fee set forth by the prevailing Administrative Fee Schedule, the Directors may set a different administrative fee based on such actual costs.

Fees for management of **Fund** assets by outside investment managers shall be deducted at cost from gross income after income is credited to the **Fund** account. Extraordinary costs associated with the acquisition of any contribution to the **Fund** also shall be deducted from gross income after income is credited to the **Fund** account.

11. Component Part

It is intended that the **Fund** shall be a component part of the Foundation and not a separate entity for tax purposes, and that nothing in this Agreement shall affect the status of the Foundation as a charitable organization described in Section 501(c)(3) of the Code, and as an organization that is not a private foundation within the meaning of Section 509(a) of the Code. This Agreement shall be interpreted to conform to the requirements of the foregoing provisions of the federal tax laws and any regulations issued pursuant thereto.

This letter will constitute our entire agreement concerning the **Fund**.

SIGNED:

Donor Name, Donor

Date: _____

Donor Name, Donor

Date: _____

ACCEPTED:

Joan Davis
President and Chief Executive Officer
Richmond Community Foundation

Date: _____

Addendum A
Advisors to the **Fund**

An Advisor is a person currently authorized to recommend grants from the above-established **Fund**. If more than one Advisor is named, grant recommendations will be coordinated through the Lead Advisor and then submitted to the Foundation. Any Advisor may recommend to the Lead Advisor distributions from the **Fund**.

Please provide the name, mailing address, phone numbers, e-mail address, and birth date for each Advisor.

Donor or Initial Lead Advisor

Name

Relationship

Mailing Address

City State Zip

Home Phone Cell Phone

Email Address

Date of Birth

Additional Advisor (if needed)

Name

Relationship

Mailing Address

City State Zip

Home Phone Cell Phone

Email Address

Date of Birth

Additional Advisor (if needed)

Name

Relationship

Mailing Address

City State Zip

Home Phone Cell Phone

Email Address

Date of Birth

Additional Advisor (if needed)

Name

Relationship

Mailing Address

City State Zip

Home Phone Cell Phone

Email Address

Date of Birth

Successor Advisors

The Donor may name one or more Successor Advisors to the Fund to act upon the death, resignation, refusal, removal, or inability to act of the last named Advisor(s). At any time that the **Fund** has multiple Advisors, the **Fund** Advisors shall select a Lead Advisor who will transmit grant recommendations to the Foundation. It is understood that in the event that no Advisor is able and willing to act, the Foundation's Board of Directors shall make decisions without an Advisor in accordance with its "Inactive Fund Policy".

Lead Advisor

Name

Relationship

Mailing Address

City State Zip

Home Phone Cell Phone

Email Address

Date of Birth

Additional Advisor (if needed)

Name

Relationship

Mailing Address

City State Zip

Home Phone Cell Phone

Email Address

Date of Birth

Additional Advisor (if needed)

Name

Relationship

Mailing Address

City State Zip

Home Phone Cell Phone

Email Address

Date of Birth

Additional Advisor (if needed)

Name

Relationship

Mailing Address

City State Zip

Home Phone Cell Phone

Email Address

Date of Birth

Addendum B

Community Impact Fund

In an effort to leverage the contributions of the Donor, and others who have established Funds' at the Foundation, the Foundation administers a **Community Impact Fund** that pools resources from multiple donors. Distributions are made to charitable projects in the Richmond area that address key issues in a number of fields listed below. By leveraging the contributions of many donors, the Foundation can multiply the impact of each donor, and also respond more quickly to community needs. The experience gained by the Foundation in making grants from the **Community Impact Fund** also helps better inform the Donor in making recommendations for distributions from their own Donor Advised Fund.

Community Impact Fund Focus:

1. Quality Education: Access to quality education is a defining characteristic of a sustainable community. It includes access to preschools, high performing elementary, middle and high schools, and high quality after school programs. Quality education includes both quality instruction and quality facilities.

2. Economic Development:

Individuals and Families: Increasing family income and wealth is important to creating a thriving community and economic stability. Economic stability is a combination of adequate income and financial management skills.

Community: Stimulating local economic activity is another important goal especially when it connects the target community to the regional economy and beyond through commercial revitalization and access to resources like New Markets Tax Credits.

3. The Physical Environment: Creating capital investments in a neighborhood changes the physical environment from one of neglect to one of community strength and vibrancy and supports the other pillars. The physical environment includes parks and recreation centers, landscaping and lighting, schools, and housing stock.

4. Health: Access to health care, mental health services, nutritious foods and healthy environments all combine to make a community healthy and active. Healthy children have more regular school attendance, leading to better student performance. Healthy adults increase their economic viability. Healthy communities participate in community recreational activities more frequently.

5. Public Safety: Many things besides law enforcement go into making a community feel safe. Environmentally sound design, safe walkways to schools and community centers, well supervised playing fields and other elements all combine to create an overall sense of safety and wellbeing.