

LOS ALTOS COMMUNITY FOUNDATION



AGREEMENT ESTABLISHING THE

a Donor Advised Fund

THIS AGREEMENT, dated _____, _____, is made by and between individuals identified in Attachment A (hereinafter referred to as "Donors"), and the Los Altos Community Foundation (hereinafter referred to as "LACF" or the "Foundation"), a California not-for-profit corporation, with an office at 183 Hillview Avenue, Los Altos, California 94022, Federal Tax I.D. No. 77-0273721, all of whom have approved this Agreement by executing Attachment A.

CONTRIBUTION: I/we, the undersigned Donors (the "Donor(s)") hereby irrevocably give the assets described in Attachment D, to the Foundation, a charitable organization described in sections 501(c)(3) and 509(a)(1) of the Internal Revenue Code, in order to establish a method of charitable contributions. The Donor(s) understand that this is an irrevocable gift, which will be used to establish and maintain a charitable fund of the Foundation, subject to the Foundation's governing documents and bylaws. The Foundation may also receive additional contributions of cash and/or marketable securities from the Donor(s) or other individuals or businesses as well as distributions of cash and/or marketable securities from trusts, wills, private foundations or other donor advised funds to either initially fund or add to this Donor Advised Fund. If contributions other than cash are made to the Fund, such contributions must first be approved by LACF. Additionally, all income and other gains or losses allocated to the Fund in accordance with LACF's standard accounting practices shall be contributed.

NAME OF FUND: This charitable fund (the "Donor Advised Fund" or "Fund") will be known as the _____ Fund and will be identified as such in the course of its administration and distribution, unless the Donor(s) request otherwise. The Fund shall be identified by this name by LACF and its Board of Directors in the course of the management and administration of the Fund and the distribution of its assets, and is hereby established according to the following terms and conditions:

1. Administration

The Donor Advised Fund will be effective upon the acceptance of this agreement by the Foundation.

2. Distributions

a. The objective of the Fund is to provide grants for charitable, educational, religious and scientific purposes. The Foundation welcomes requests (in writing, by email, or via the Donor's online portal) from the Fund advisor that LACF distribute grants from the Fund, normally subject to a minimum distribution of \$200 per Donee.

b. All recommendations are advisory in nature. The Foundation will independently determine whether recommendations it receives are consistent with the Foundation's charitable purposes and within the tax-exempt requirements of Internal Revenue Code Section 501(c)(3) and other applicable laws and regulations. The Foundation may accept or reject recommendations.

c. The Foundation cannot make distributions to fulfill any pledge, obligation, or membership, or to support any activity from which a Donor, Advisor or related party will receive a benefit.

d. The fund will either be endowed or non-endowed according to your selection initialed below:

_____ **[Alternative 1: endowed fund]**. Donor intends this Fund to be a permanent endowment. The principal will not be spent and grants from the fund shall be limited to the Fund's distributable amount determined in accordance with the Foundation's Spending Policy. (The annual distributable amount will be the earnings of this principal, which is typically about 4%. For example, if the fund's principal is \$100,000, then the annual distributable amount that can be used for grantmaking will be approximately \$4,000.) Endowed funds must be in LACF's Long Term Growth account, as described in the last Attachment.

_____ **[Alternative 2: fund is not intended to be endowed]**. Distributions from the Fund may be made in any amount up to the full balance of the Fund.

3. Management

All assets donated to the Fund are irrevocable gifts to LACF dedicated to the designated purpose of the Donor Advised Fund. Legal ownership and control of the Fund is vested in LACF, which is solely responsible for the management of the Donor Advised Fund and the disbursement of its assets. LACF shall hold, manage, invest, and disburse the Fund in accordance with the recommendations of the Advisor(s), as long as such recommendations are in accord with LACF Investment Policy.

The Fund is subject to LACF's variance power, as set forth in its Bylaws, that gives LACF the authority to modify any restriction or condition on funds designated for distribution for specific charitable purposes or to specific organizations if, in the sole

judgment of the LACF Board of Directors, such restriction or condition becomes unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community.

The assets of the Fund may be commingled with other funds held by LACF for comparable purposes, so long as a proper accounting is maintained for the Fund on the books of LACF. LACF in its corporate capacity will have ultimate authority and control over the investment, management and distribution of the Fund. Unless otherwise agreed by Donor and LACF in writing, the Fund will be invested in accordance with LACF's Investment Policy, which may be revised from time to time.

4. Fees

The Foundation will assess administrative and investment management fees on the Fund in accordance with the Foundation's published fee schedule, as amended from time to time. The current fee schedule is as follows: LACF shall charge the Fund an annual administrative fee of 1% of the average balance of the Fund, computed and paid monthly. The minimum annual administrative fee is \$250.00. Any pass-through investment management fees charged LACF by any fund manager and/or investment advisor will also be assessed to the fund.

The Foundation may assess the fund for any unusual expenses incurred in connection with the contributed assets, including the cost of disposing of them, and in the administration of the Fund.

5. Investments

The assets of the Fund shall be invested according to the Foundation's investment policy, as it may be amended from time to time by the Foundation's Investment Committee with the approval of the LACF Board of Directors.

6. Anonymity/Publicity

LACF's policy when giving grants from a fund is to provide the fund name to the recipient nonprofit but not specific contact information of the fund donors and advisors. If at any time you would like to give a completely anonymous grant from your Fund, please specify that in the grant request.

7. Legal Status

Nothing in this Agreement shall affect the status of LACF, which is an organization described in Internal Revenue Code Section 501(c)(3) and is an organization, which is not a private foundation within the meaning of Code Section 509(a). It is the express intention of LACF that the Fund be organized and operated to comply with and other applicable provisions of the Internal Revenue Code, the Regulations thereunder and state laws and regulations. Nevertheless, both LACF and the Donors recognize that gifts from the Fund are intended for the purpose of the Fund. This Agreement shall be

interpreted in a manner consistent with the foregoing intention to conform with the requirements of the provisions of federal tax laws and any regulations issued pursuant thereto.

8. Entire Agreement

This Agreement may be amended only by an agreement in writing approved by a majority of the Board of Directors of LACF and the Advisor(s). No amendment shall be allowed which is inconsistent with or jeopardizes the Foundations status as an organization described in the Internal Revenue Code sections 170(c) and 501(c)(3), as amended.

[Signatures follow on Attachment A, incorporated herein by this reference]

Attachment A: Donors of Fund

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date written above:

Donor Name (Printed): _____

Donor Name (Signed): _____

Date: _____

Address: _____

Phone: _____

Email: _____

Donor Name (Printed): _____

Donor Name (Signed): _____

Date: _____

Address: _____

Phone: _____

Email: _____

Los Altos Community Foundation, a California non-profit public benefit corporation, bearing Federal Tax I.D. # 77-0273721.

By: _____

Title: _____

Date: _____

Attachment B: Fund Advisors

Fund advisors have the authority to make recommendations for grants from the fund and/or decide how the Fund is invested.

If the Donor(s) who signed in Attachment A above are to be the fund advisors please initial on the following line and skip to Attachment C _____

If the fund advisors are *different* than the donors who signed in Attachment A, please fill out the following information.

1) _____

Contact Information *(if not listed in Attachment A)*:

Address: _____

Phone: _____

Email: _____

2) _____

Contact Information *(if not listed in Attachment A)*:

Address: _____

Phone: _____

Email: _____

3) _____

Contact Information *(if not listed in Attachment A)*:

Address: _____

Phone: _____

Email: _____

Attachment C: Successor Advisors

Upon the death, incapacity, or other disqualification of the last of the above-named Advisors, the following individual(s) may serve as successor Advisor(s) to the Fund.

1) _____
Contact Information *(if not listed in Attachment A)*:
Address: _____
Phone: _____
Email: _____

2) _____
Contact Information *(if not listed in Attachment A)*:
Address: _____
Phone: _____
Email: _____

3) _____
Contact Information *(if not listed in Attachment A)*:
Address: _____
Phone: _____
Email: _____

a. If at any time there is more than one Advisor to the Donor Advised Fund, the Advisors will appoint a designee and all communications to and from the Foundation will be through the designee. In addition, Donor may from time to time by written notice to LACF amend such list to delete or add one or more successor advisors to exercise such right. If there is no designee appointed, the designee will be the first Advisor listed above, and, if no Advisor is listed, the First Donor listed below will be the designee.

b. On the death of Donor or the last of any such successor advisors designated by Donor (or if during the Donor's life either (a) the balance in the Fund should ever drop below \$1,000 for more than one year or (b) no requests for grants are made for a period of three years), the Fund shall become an unrestricted fund of LACF.

c. At such time as the Donor Advised Fund ceases to have any Advisors who are able or willing to act, the Fund will be used for general charitable purposes at the discretion of the Foundation's Board without consideration of advice or recommendation from an Advisor.

Attachment D: Contributed Assets to the

_____ **Fund**

Donors are starting The Fund with an initial gift of \$_____ (normally a minimum of \$5,000, or as described in this Attachment).

CASH: _____

STOCKS: _____

BONDS: _____

OTHER: _____

Date of Contribution: _____

Attachment E: Account Selection for the

Fund

Los Altos Community Foundation offers two options for its fund owners; its 1) Long Term Growth Account or 2) Cash Management Account. Please read the following information and select one of the options.

I would like my fund to be invested in one of the following accounts (***select one***).

- Long-Term Growth Account. This account invests in a diversified portfolio of stock and bond funds and ETFs. With approximately 65% of this portfolio in stock funds and approximately 35% in fixed income funds, it has the objective of growing over time. This is the best selection if you plan to keep a substantial amount of your DAF for more than five years. Note that there may be inherent volatility of the equity investment in this account. Endowed funds must select this account. Investment advisor fees for this option are approximately 0.81%.

- Cash Management Account. Funds in this account are held in cash and thus have no market risk. There are also no investment earnings with funds in this choice. This is the best selection if you plan to grant the majority of your fund balance out within the next couple of years and/or do not want to expose your fund to market volatility. There are no investment advisor fees for this option.

Your selection above is for 100% of the balance of your Fund. You can change your account choice later, if you'd like.

Your Printed Name: _____

Signature: _____

Date: _____