

NAPA VALLEY

COMMUNITY FOUNDATION

Donor Advised Fund Agreement

This Agreement is made on _____[MM/DD/YYYY], by and between _____("Donor"), and the Napa Valley Community Foundation, a California nonprofit public benefit corporation located at 3299 Claremont Way, Suite 2, in Napa, California ("Foundation").

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

1. 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. 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. 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 moneys from the **Fund** for public, education and charitable uses and purposes in accordance with the recommendations submitted by the below designated Advisors, as long as such recommendations are in accord with the policies of the Foundation. 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**.

4. It is further understood and agreed by all parties that five percent of the initial contribution to the **Fund** (up to a maximum of \$50,000) may be transferred to one or more of the Community Impact Funds listed in Addendum B, chosen by the Donor, and that every year in January, starting in the year after this Agreement is signed, an additional allocation from the balance of the **Fund**, as described in Addendum B, may also be so transferred, unless alternative arrangements are agreed to by all parties.

5. The Foundation acknowledges that the persons listed in Addendum A of this Agreement (“Advisors”) shall have authority to make recommendations for grants from the **Fund**. 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, as described in Addendum C. Any balance remaining in a **Fund** that no longer has an Advisor will progress to a permanent Legacy **Fund** bearing the name of the original Donor. Grants will be based upon the Donor’s charitable intent.

6. 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 designated.

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

8. Based upon the charitable goals of the **Fund** as determined by the Donor’s completion of the Investment Pool Worksheet, which is incorporated herein by reference, the Donor requests that the **Fund** be invested in:

- | | | |
|-----|------------------------|--------|
| (a) | Short Term Pool (Cash) | _____% |
| (b) | Intermediate Term Pool | _____% |
| (c) | Long Term Pool | _____% |

It is understood that all income and capital gains/losses will be allocated to the **Fund** monthly, based on the **Fund** balance as valued at the beginning and end of each month. The Foundation may hold up to five percent (5%) of **Fund** assets in cash at any one time. The Donor may request changes annually to the investment allocation above.

9. It is understood that the Foundation will charge an annual administrative fee. The fee will be assessed monthly, based on the **Fund** balance as valued at the beginning and end of each month. The minimum required **Fund** balance is \$500.

- | | | |
|---|--|-------|
| - | Minimum annual administrative fee | \$500 |
| - | On amounts between \$0 and \$1,000,000 | 1.00% |
| - | On amounts between \$1,000,001 and \$2,000,000 | 0.75% |
| - | On amounts between \$2,000,001 and \$3,000,000 | 0.50% |
| - | On amounts above \$3,000,001 | 0.10% |

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

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

By: _____

Name(s)

Signature(s)

Address: _____

Phone: _____

Fax: _____

E-mail: _____

Donor(s)

Napa Valley Community Foundation,
a California non-profit public benefit corporation

By: _____

Foundation Representative

Title

Signature

Foundation

Addendum A

Advisors to Fund

Any Advisor may recommend distributions from the Fund. To do so, he or she will need to send written instructions to the Foundation.

Please provide the name, mailing address, e-mail address, and phone and fax number for each Advisor. (Applies only if the names or addresses are different than the names that appear on the signature page of this Agreement.)

Only the first Advisor listed will receive quarterly statements regarding the activities of the Fund.

1.

2.

3.

Successor Advisors to the Fund

The Donor may name one or more Successor Advisors to the Fund, who may include children or grandchildren. Successor Advisors may not name additional Advisors.

Please provide name, mailing address, e-mail address, and phone and fax numbers for each Successor Advisor.

1.

2.

3.

Community Impact Funds

The Foundation conducts more than 200 site visits each year with local nonprofits. These site visits help the Foundation deeply understand current and prospective needs, opportunities, and funding gaps. By deciding to allocate a portion of the **Fund** to one or more of the Community Impact Funds, below, the Donor is helping the Foundation acquire additional resources to address important charitable projects in Napa County – projects that might otherwise not be possible. To see a list of sample projects, please visit www.napavalleycf.org and look for the “Stories of our Impact” link on the main home page.



COMMUNITY
LEADERSHIP FUND

Community Leadership Fund

Mission: To tackle some of our region’s most serious challenges through cutting-edge research; local forums and convenings; and strategic grantmaking and communications.



FUND FOR
AMERICAN CANYON

City Funds

Mission: To provide more resources to nonprofit programs in American Canyon, Calistoga and St. Helena and its surrounding communities.



CAPACITY GRANTS
FUND

Capacity Grants Funds

Mission: To help strengthen the organizational capacity of nonprofit organizations working in Napa County.



IN SCHOOL &
OUT OF SCHOOL FUND

In School & Out of School Fund

Mission: To help children and youth (ages 3-24) succeed in school and improve their chances of becoming confident and contributing adults.



STRONG COMMUNITIES
FUND

Strong Communities Fund

Mission: To help our County’s residents get their basic needs met and engage them in community life.

One Napa Valley Initiative Fund

Mission: To help Legal Permanent Residents in Napa County become citizens by expanding access to low-cost, legally-based application assistance and exam preparation services.



Addendum B

Community Impact Funds

Calculation of initial contribution, first annual contribution and subsequent contributions

- Initial Contribution (to be calculated when the **Fund** is established): the *lesser* of [initial contribution x .05] or \$50,000
- First Annual Contribution (to be calculated in January of the year following YYYY): the *lesser* of \$50,000 or the product of the following formula:

$$[(\mathbf{Fund} \text{ balance at 12/31 in YYYY}) \times (.05)] \times [(12-MM)/12]$$

- Subsequent Contributions (to be calculated in January of subsequent years): the *lesser* of \$50,000 or [(**Fund** balance at 12/31 of prior year) x (.05)]

Inactive Funds

The Foundation aims to support the Donor in making grant recommendations from the Fund. In order to meet National Standards for the field of Community Foundations, the Foundation must have a policy in place regarding inactive Funds.

A Fund shall be deemed inactive if any of the following occur:

- The Fund Advisor(s) dies or resigns or evidence of his or her incapacity is provided to the Foundation, and if no Successor Advisor has been named.
- All named Successor Advisors are unable or unwilling to serve as such.
- No recommendations are made with respect to grants from the Fund for a period of three years and, during this period, the Advisor(s) or Successor Advisor(s) does not reply to the Foundation's attempts to make contact with them.

If the Fund becomes inactive, the Foundation will deem the advisory period to have ended and will initiate distributions from the Fund in accordance with the provisions of the Fund Agreement.