

Attachment D



**COMMUNITY FOUNDATION FOR MONTEREY COUNTY
DONATION AND ACCEPTANCE FORM
FOR THE ESTABLISHMENT OF**

THE COUNTY OF MONTEREY COVID-19 MEMORIAL

This instrument is executed this ___ day of _____, 2022, by the County of Monterey (hereinafter referred to as "Agency" or "County of Monterey") to assist the Agency in its efforts to successfully complete a capital campaign. In so doing the Community Foundation for Monterey County (hereinafter, the "Foundation") agrees to accept and hold charitable contributions and grant awards in support of this project, and release funds in accordance with the provisions set forth below. Additionally, Agency may communicate the presence of the fund during donor solicitations. Agency understands that the Foundation is bearing legal and administrative responsibility for the proper implementation of this project – as described in grant applications and to prospective donors – and will make every effort to maintain clear communication with the Foundation and fulfill all aspects of the project as described.

1. Name and purpose of the Fund. The name of the Fund shall be **The County of Monterey COVID-19 Memorial**. The beneficiary of the Fund is the **County of Monterey**.
2. Contributions. It is understood that multiple contributions may be made to the Fund. The Agency shall be notified of all contributors to the Fund, and such information shall be included in the Foundation's annual report, unless a contributor shall specifically request anonymity. Foundation will be responsible for acknowledging gifts to the Fund, in accordance with IRS guidelines. Agency may thank donors to

the Fund, but not provide acknowledgements in the form of a tax receipt. In order that Agency may comply with California law, Foundation will provide annually a list of donors indicating the amount of the corresponding donation to the Fund. Said list of donors and corresponding donations shall be provided to Agency by Foundation on annual basis which shall reflect donations for the prior calendar year on or before January 31.

If Agency desires to pursue grant funding for the Fund, Agency agrees to write all text associated with grant applications for the Fund, and quickly comply with all requests for information from the Foundation pertaining to both submission of grants and grant reporting and administration. Agency understands that the Foundation will not participate in any direct solicitation (by mail or in person) with individuals or corporations for the completion of the capital campaign.

3. Acceptance of Property. The Foundation hereby accepts the monetary contributions transferred and affirms that it will hold such and any additional monetary contributions transferred to the Fund on the terms and subject to the conditions set forth by this Donation and Acceptance Form. The guidelines and procedures for such Funds are described in the Foundation's governing instruments, including its Articles of Incorporation and By-laws currently in effect and as may be amended from time to time.
4. Fund Management. Control of the investment or reinvestment of all property and the asset management of the Fund will be exercised exclusively by the Foundation. The assets of the Fund will be held in a Foundation Bank Account until such time as distributions are made by the Foundation to the Agency per the Board approved method of requesting funds described in Section 6 below and as reflected in Agency Board of Supervisors' Resolution No. 22- , on file with the Clerk of the Monterey County Board of Supervisors and incorporated by this reference.
5. Allocation for Foundation Support Services. The Foundation's fee for administering this Fund shall be .5% (50 basis points) of the total amount of gifts that come into the

Fund. The administrative fee will normally be taken from the assets held in the Fund unless the Agency wishes to make additional donations to cover this amount. Extraordinary expenses directly attributable to the Fund, such as legal, accounting, appraisal fees, commissions, etc., shall be paid by the Fund.

6. Distributions from the Fund. The Foundation will make distributions from the Fund upon the Agency's request. Agency and Foundation will establish a method by which the Agency requests funds. All such requests will be accompanied by documentation required per the Board approved method. Agency must provide the Foundation with evidence of a vote of the Monterey County Board of Supervisors approving the method of requesting the funds (i.e. who within the Agency is authorized, level of documentation on the expenses the request is covering, whether each request requires Agency board approval, etc.). Distributions from the Fund are for the sole purposes described in grant applications or donor solicitations. Agency is responsible for providing Foundation with a complete accounting of the use of the funds should the Foundation request it.

7. Termination of the Fund. The Fund will be terminated when all assets are distributed and the Agency informs the Foundation that the purpose of the Fund has been satisfied. In the event the Agency ceases operations as a qualified 501(c)(3) organization as designated by the IRS, the board of directors of the Foundation, in consultation with the Board of Supervisors of the Agency, will work to find an alternate recipient who can direct funds toward the completion of the project. Should the project be abandoned, the Foundation, at its own discretion, will communicate with the Agency, grantors and donors to determine allocation of the Fund's remaining assets. Foundation will be held harmless in any dispute between the Agency and any other party, including donors and grantors to the Fund.

8. Fund Not a Separate Trust. The assets of the Fund shall be the assets of the Foundation and not a separate trust. The Fund shall be organized and administered such that the Federal income tax status of the Foundation as a public charitable

organization under Section 501(c)(3) of the Internal Revenue Code, as amended, will not be adversely affected under this arrangement.

This Donation and Acceptance Form will be interpreted in a manner consistent with the Federal income tax provisions and regulations that govern the operations of the Foundation. This Donation and Acceptance Form may be amended from time to time by the Foundation's Board of Directors to conform to such provisions and regulations.

9. No Amendment. The Agency understands and declares that this Donation and Acceptance Form is absolute and irrevocable and that, after the execution of this instrument, the Agency has no right, title, interest, or incident of ownership in the monetary contributions transferred to this Fund, excepting those previously stated. The Agency shall have no right to alter, amend, or terminate this Donation and Acceptance Form unless an amendment is made through a mutually acceptable written agreement.

IN WITNESS WHEREOF this instrument has been executed by the **County of Monterey** and the Community Foundation for Monterey County on the day and year first written above.

Executed for the County of Monterey (Agency):

Mary Adams
Chair of the Board of Supervisors

Date

Executed for the Foundation:

Daniel R. Baldwin
President/CEO

Date

APPROVED AS TO FORM

LESLIE J. GIRARD, County Counsel

By _____
Mary Grace Perry
Deputy County Counsel

EXHIBIT "A"

**Initial Contributions to the
The County of Monterey COVID-19 Memorial
A Non-Endowed Component Fund of
The Community Foundation for Monterey County**

The following constitutes an official record of the initial contributions made to the Community Foundation for Monterey County for the establishment of **The County of Monterey COVID-19 Memorial Fund**.

<u>Date</u>	<u>Description of Contribution</u>	<u>Amount</u>
<u>7/15</u>	<u>Grant from the Nicholas M. Pasculli Fund @ CFMC</u>	<u>\$1,000</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____