

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

Alisal Arch Capital Campaign

This instrument is executed this ____ day of _____, 2025, by the County of Monterey (hereinafter referred to as "Agency") 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 no 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 **Alisal Arch Capital Campaign**. The beneficiary of the Fund is the **Alisal Arch Capital Campaign**.
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 funds, in accordance with IRS guidelines. Agency may thank donors to the fund, but not provide acknowledgements in the form of a tax receipt.

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 property transferred and affirms that it will hold such and any additional property transferred to the Fund on the terms and subject to the conditions set forth by this agreement. 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 cash.
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 in the agreed upon method. Agency must provide the Foundation with evidence of a board vote 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. 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 directors 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 agreement will be interpreted in a manner consistent with the Federal income tax provisions and regulations that govern the operations of the Foundation. This agreement may be amended from time to time by the Foundation's board to conform to such provisions and regulations.

9. No Amendment. The Agency understands and declares that this agreement is absolute and irrevocable and that, after the execution of this instrument, the Agency has no right, title, interest, or incidents of ownership in the property transferred to this Fund, excepting those previously stated. The Agency shall have no right to alter, amend, or terminate this instrument.

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

Executed for the Agency:

Luis Alejo
District 1 Supervisor
County of Monterey

Date

Executed for the Foundation:

Daniel R. Baldwin
President/CEO

Date

EXHIBIT "A"

Initial Contributions to the Alisal Arch Capital Campaign 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 **Alisal Arch Capital Campaign Fund**.

<u>Date</u>	<u>Description of Contribution</u>	<u>Amount</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____