



Field of Interest Nonendowed Fund Agreement

This Fund Agreement is made and entered into as of the ____ of **August, 2019** (the "Effective Date"), by and among the **City of Foley, Mayor John Koniar** and The Tri-City Community Foundation, an affiliate of The Community Foundation of South Alabama (the "Foundation") to establish a Field of Interest Fund to be known as the **Disaster Relief Fund** (the "Fund").

In recognition of the devastating effects of natural and man-made disaster to our country, Mayor John Koniar, City of Foley recognized the need for advance preparation for unknown disasters and established a philanthropic vehicle to provide support should a disaster affect the Foley area. This charitable fund is expected to be funded in the future through contributions and grants received in response to any natural or man-made disaster as declared by the Mayor of Foley and/or other local mayor(s) or local authorized officials. This fund is dedicated to filling gaps not otherwise met by other local and federal efforts and is one of many critical philanthropic efforts that will support those in affected areas.

1. Purpose. Consistent with the charitable purposes of the Foundation, distributions from this Fund will be used only to provide support for **relief efforts to aid the victims of any natural or man-made disaster to the Foley area as declared by the Mayor of Foley to include shelter and temporary housing needs, food and supplies, healthcare, transportation, child care, facility needs of child care and social service agencies, and other purposes.. Funding may be used for emergency, short-term, and/or long-term recovery needs and distributed in that order**

2. Contributions and Grants. Donor(s) to the Fund hereby irrevocably give the assets described in the attached Schedule A to the Foundation, a charitable organization described in sections 501(c)(3) and 509(a)(1) of the Internal Revenue Code. 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 from the Donor(s) or other individuals or businesses as well as distributions from trusts, wills, private foundations or other donor advised funds according to the Foundation's Gift Acceptance Policy as amended from time to time, and such contributions will be added to the Fund to the extent they are so designated.

3. Distributions. **This Fund is not an endowment and is fully expendable but will remain open at all times for disaster relief. The Foundation will designate a special advisory committee to assist with the timely vetting and distribution of the funds. In any event, distributions from the fund at all times shall be in accordance with the Foundation's policies as amended from time to time without notice.**

4. Investments. The assets of the Fund will be invested according to the Foundation's investment policy in a **Money Market Portfolio**, as amended from time to time by the Foundation's Investment Committee as approved by the Foundation's Board. The Foundation maintains investment pools with varying risk and return objectives. All investment options are determined by the Foundation's Investment Committee and may change from time to time as the Committee determines and without notice.

5. Fees. **The Foundation will waive its administrative fees on this fund.** Any credit card processing and/or investment related fees will be charged against the Fund. The Foundation may also 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, including, but not limited to, audit, accounting and/or legal fees incurred and directly related or attributed to this Fund and its activities.

6. Administration. The Fund will be effective as of the Effective Date and administered in accordance with the normal and customary policies of the Foundation which are available upon request.

7. Legal Status and Ownership of Assets. The Fund shall be a component fund of the Foundation. Accordingly, the Foundation shall have legal ownership of all assets of the Fund for all purposes (including, but not limited to, accounting and financial reporting purposes, and federal and state tax purposes). The provisions of this Agreement shall be interpreted in a manner consistent with the foregoing, and with the intention that the Fund and the Foundation continue to comply and conform with applicable requirements of the Internal Revenue Code, the Treasury Regulations promulgated thereunder, and the requirements of applicable Alabama law.

8. Exercise of Variance Power. The Fund is subject to the Foundation's Bylaws, including the Foundation's authority to vary the terms of the gift in accordance with its "variance power", which is stated in its Bylaws as follows, "Whenever the Board, in its sole judgment (without the approval of any trustee, custodian, or agent), determines the conditions or circumstances are such or have changed in such way as to render the execution of any request, condition or directive of the donor unnecessary, incapable of fulfillment, obsolete, inappropriate, impracticable, or inconsistent with the charitable, religious, literary, educational,

or scientific needs of the Foundation service area or other community, it may, by the affirmative vote of a majority of its members, order such variance from the request, condition or directive and such application of the whole or any part of the principal or income of the fund as in its judgment is then necessary more effectively to serve the said qualified purposes of the Foundation.”

9. Anonymity/Publicity. To recognize and honor our donors, the Foundation’s policy is to include fund names and/or our donors’ names in publicity about the Foundation unless they wish to remain anonymous. Please check the box below that best describes your wish regarding publicity:

- ☒ I have no objection to the inclusion of my name in Foundation publicity
- ☐ I wish to be listed as an anonymous donor
- ☐ Other

IN WITNESS WHEREOF, each the undersigned have executed this Agreement effective as of the day and year first above written.

Mayor John Koniar, City of Foley

The Community Foundation of South Alabama

Accepted By: _____, its President & CEO

Date: _____