

**COMMUNITY FOUNDATION OF GREATER DES MOINES
AGENCY ENDOWMENT FUND AGREEMENT**

THIS AGREEMENT is made by and between the Community Foundation of Greater Des Moines (the "Community Foundation") and Disability Rights Iowa (the "Agency").

WHEREAS, the Community Foundation is an Iowa nonprofit corporation organized and operated as a "publicly supported community trust" within the meaning of Treasury Regulation §170A-9(f)(11), and is a publicly supported charity described in Sections 501(c)(3), 509(a)(1) and 170(b)(1)(A)(vi) of the Internal Revenue Code;

WHEREAS, the Agency is a corporation organized under the non-profit corporation law of Iowa. The Agency is a charitable organization and is exempted from federal income taxation as a publicly supported charity described in Sections 501(c)(3), 509(a)(1) and 170(b)(1)(A)(vi) of the Code.

WHEREAS, the Community Foundation desires to create a new component fund, to be established with an initial contribution by the Agency and to be held and administered pursuant to the provisions of this Agreement.

NOW, THEREFORE, the Community Foundation and the Agency hereby agree as follows:

1. **ESTABLISHMENT OF A CHARITABLE FUND:** A component charitable fund of the Community Foundation is hereby created and shall be known as the "Disability Rights Iowa Endowment" (the "Fund"). The Fund shall be an agency endowment fund. The purpose of the Fund is for the sole and continuing benefit of Disability Rights Iowa, Inc. in support of its mission and goals. Unless anonymity is requested by the Agency, the Fund will be listed in any Community Foundation published fund lists.
2. **CONTRIBUTIONS TO THE FUND:** The Agency hereby irrevocably assigns, conveys, transfers and delivers to the Community Foundation all of the Agency's right, title and interest in the assets set forth as the initial contribution in Exhibit A. The Fund Property shall be comprised of the initial contribution to the Fund, any income to arise from the Fund, and any additional contributions from the Agency or any other person, subject to the provisions of this Agreement.
3. **FUND A COMPONENT PART OF THE COMMUNITY FOUNDATION:** The Community Foundation will maintain the Fund as a component part of the Community Foundation, subject to the terms of this Agreement and governed by the Community Foundation's articles and bylaws and the Community Foundation's then-current policies and procedures. Control over the administration, investment and distribution of Fund Property shall be exercised exclusively by the Community Foundation, and no provision herein shall be administered or construed to constitute a material restriction or condition.
4. **COMMUNITY FOUNDATION ACTION:** All actions of the Community Foundation with respect to the Fund shall be taken either directly by the Community Foundation's Board of Directors, or by its employees, subject to the oversight of the Community Foundation's Board of Directors.
5. **AGENCY ACTION:** All actions of the Agency with respect to the Fund shall be taken either directly by the Agency's governing Board, or by the designated representative(s) of the Agency's governing Board, as communicated in writing by the Board of Directors to the Community Foundation, set forth in Exhibit C.

- 6. DISTRIBUTIONS FROM THE FUND:** Distributions of Fund Property in accordance with the spending rate may be requested by the Agency. The spending rate, as adopted by the Community Foundation's Board of Directors, is currently five percent (5%) of the fund balance as of December 31st of the previous year. The Agency shall direct distributions not more frequently than four times (quarterly) in any twelve-month period.

The Community Foundation's Board of Directors shall approve additional distributions in excess of that determined under the spending rate (up to 100% of the Fund Property) pursuant to request of the Agency submitted in writing with a Board Resolution signed by two Board officers. Any such distribution of the Fund Property shall be subject to the approval of the Community Foundation's Board of Directors, and shall not be unreasonably withheld and will be made in as timely manner as possible. However, that portion of the Fund Property which may be invested in illiquid investments, such as real estate, partnerships, etc., may be distributed in-kind, if possible, or held until an orderly liquidation is possible.

- 7. VARIANCE POWER:** If the Agency ceases to be a qualified charitable organization or proposes to dissolve, the Community Foundation, in accordance with its legal variance power, may redirect the annual distribution to other qualifying charities operating in the same general geographic area and providing related or similar services as those provided by the Agency.

In addition, if any administrative provision outlined in this Agreement becomes impractical or impairs the effective administration of the Fund, the Community Foundation may modify such provision.

- 8. FUND INVESTMENT:** The Fund Property shall be held and invested by the Community Foundation pursuant to its then-current investment policy. Investment selection for the Fund Property shall be in accordance with the Investment Philosophy set forth in Exhibit B.

The Fund Property may be segregated by the Community Foundation or held with other Community Foundation assets as a single fund for joint investment and management without physical segregation allocating a proportionate share of income, gain and/or loss, and fees to the Fund.

- 9. FUND ADMINISTRATION AND REPORTING:** The Community Foundation shall assess a fee for administering this Fund based on the Community Foundation's then-current fee schedule. The administrative fee will be deducted from the Fund Property quarterly and is calculated on the average daily balance of the preceding quarter. Notice of an increase in the administrative fee shall be provided to the Agency no later than thirty (30) days prior to implementation of such change.

The Community Foundation may retain attorneys, accountants, custodians, investment managers, consultants and such other agents whose services may be necessary for the administration of the Fund. Expenses of such agents shall be deducted from the Fund Property. Notice regarding extraordinary services, such as attorney, CPA, and/or consultant fees, will be provided to the Agency prior to being incurred.

The Community Foundation will furnish to the Agency a written statement of performance and activity of the Fund quarterly no later than thirty (30) days after the end of each quarter.

- 10. AMENDMENTS:** This Agreement shall be governed by Iowa law and represents the complete understanding between the parties relating to the subject matter hereof, and may not be amended except by writing by the Community Foundation and the Agency.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the Agency and on behalf of the Community Foundation on the day and year written below.

BY: Catherine E Johnson
Catherine Johnson, Executive Director
Disability Rights Iowa

DATE: 4-1-2022

BY: Cyndy Miller
Cyndy Miller, Legal Director
Disability Rights Iowa

DATE: 4/6/22

BY: _____
Kristine M. Knous, President
Community Foundation of Greater Des Moines

DATE: _____

Staff:

†Approved (initial & date) 3.10.22 JR

†Approved (initial & date) 3.10.22 kjw

EXHIBIT "A"
INITIAL CONTRIBUTION

\$398,000 check.

EXHIBIT "B"
INVESTMENT PHILOSOPHY

Below are options for the investment of your charitable fund. You may change the investment allocation once per year or upon a significant change in charitable goals and time horizon for depleting the fund. Investment fees will vary based on the investment selection.

OPTION 1 – COMMUNITY FOUNDATION INVESTMENT PORTFOLIOS

These portfolios have been developed and constructed by the Investment Committee and Mercer Investment Consulting. All managers have been vetted and approved through Mercer's rigorous approval process. Mercer and the Investment Committee provide ongoing monitoring of these portfolios and managers.

_____ % **Long-Term Growth Portfolio** - Diversified portfolio of global stocks and bonds with a growth emphasis.

% **Indexed Growth Portfolio** - Diversified portfolio of global stocks and bonds with a growth emphasis through indexed funds.

_____ % **Moderate Growth Portfolio** - Moderate Growth portfolio of global bonds and stocks with a risk reduction emphasis.

_____ % **Money Market Portfolio** - Portfolio of cash/cash equivalents to maintain liquidity and preserve principal.

OPTION 2 – CHARITABLE INVESTMENT PARTNER PROGRAM

The Charitable Investment Partner Program allows donors to continue working with their trusted investment advisor. Portfolios established in this Program can be strategically structured to meet the needs of the donors' charitable fund. Donors understand that the financial advisor will be responsible for management of the assets, and the Community Foundation will conduct an annual review of the investment returns.

Financial Advisor's Name _____

Company Name _____

Investment Portfolio _____

I would like the aforementioned selected investment advisor to have the following online access to my fund. If a selection is not made, read-only access will be granted.

_____ Read-only access to view all activity for my Fund.

_____ Full access including the authority to make grant recommendations on my behalf.

_____ No online access at this time.

ADDITIONAL INFORMATION

- a) The above investment recommendation is advisory only and the Community Foundation may, at its sole and absolute discretion, follow or decline my recommendation;
- b) The Community Foundation may at any time, at its sole and absolute discretion, change the investment of all or any portion of the assets in the Fund;
- c) All investments will be administered in accordance with the financial policies and fiduciary standards of the Community Foundation;
- d) Investments are subject to normal market and interest rate fluctuation risks, and any gain or loss generated by the above investments will be credited or charged to the Fund.

EXHIBIT "C"
AGENCY FUND REPRESENTATIVES

Advisor 1: Catherine Johnson
(Primary Executive Director
Contact)

Advisor 2: Jim Kain (interested party, read-only)
Financial Director

Advisor 3: Cyndy Miller
Legal Director

As the duly appointed officer of the Agency, I hereby certify that the individual(s) listed above have been duly authorized and have the authority to act on behalf of the Agency. The authorized individual(s) may act on behalf of the Agency, wherever the Agency has responsibility with respect to the Fund. The above are true and correct signatures of all Authorized Fund Representatives authorized to act on behalf of the Agency.

Name: Catherine E. Johnson Title: Executive Director
Signature: Catherine E. Johnson Date: 4-1-2022