



**DONATION AND ACCEPTANCE AGREEMENT  
FOR THE ESTABLISHMENT OF THE  
Let's Go Outdoors!  
Special Purpose Fund**

This agreement is executed this \_\_\_ day of \_\_\_\_\_, 2022, by the Monterey Peninsula Regional Park District (hereinafter referred to as "Agency") to evidence the transfer by the Agency of certain property to the Community Foundation for Monterey County (hereinafter, the "Foundation") for its public, charitable, scientific, literary and educational purposes, in order to establish a Special Purpose, Non-Endowed Fund. The fund ("Fund") shall be administered in accordance with the provisions set forth below.

1. Name and purpose of the Fund. The name of the fund (hereinafter, the "Fund") shall be the **Let's Go Outdoors!**

2. Initial Contribution. The Agency hereby gives to the Foundation the property described in "Exhibit B," attached. It is understood that subsequent contributions may be made to the Fund at any time.

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.

3. Acceptance of Property. The Foundation 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 of this agreement. The guidelines and procedures for such funds are described in the Foundation's governing instruments in effect, and may be amended from time to time.

4. Fund Management. The property transferred shall be assets of the Foundation and administered, invested, and reinvested in accordance with its governing instruments and policies. Agencies have the option of placing the Fund's assets in the Foundation's primary portfolio, the medium-term portfolio or the ESG portfolio (see Exhibit A).

5. Allocation for Foundation Support Services. The Foundation's fee for administering this Fund shall be 1% annually of the first \$1 million of market value of the Fund, .75% for amounts between \$1 million and \$3 million, .50% for amounts between \$3 million and \$5 million, .25% for amounts between \$5 million and \$7 million, .10% for amounts between \$7 million and \$10 million, and .05% for amounts over \$10 million. Fees will be assessed quarterly. The administrative fee will normally be taken from 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 may make annual distributions from the Fund if so requested. Absent the establishment of an annual distribution, grants from the fund will be made at the Agency's request by submitting in writing a copy of a resolution authorizing such action approved by three-fourths (3/4) of the

**ATTACHMENT 1**

directors of the Agency's board. Distributions from the Fund are for the Agency's discretionary use, so long as such uses are legal and do not jeopardize the agency's 501(c)(3) status with the IRS.

7. Termination of the Fund. The Agency may request to terminate the fund and receive payment equal to the fund's total value by submitting in writing a copy of a resolution authorizing such action approved by three-fourths (3/4) of the directors of the Agency's board. Any such distribution shall be subject to the approval of the Foundation's board of directors, and shall not be unreasonably withheld.  
In the event Monterey Peninsula Regional Park District ceases to exist, the Foundation will administer the fund that is consistent with the funding priorities established by the Monterey Peninsula Regional Park District. As a non-endowed fund, any portion of the fund is available for granting. It is understood that authorized distributions from the Fund will be made available for grant making to charitable organizations described in Section 501(c)(3) of the Internal Revenue Code for bona fide charitable activities. Such distributions shall be made in accordance with the Foundation's distribution policies, with a minimum of \$500 per grant.
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.

The Fund is subject to the governing instruments of the Foundation and its variance power as described in the Foundation's Gift Acceptance Policy, which may be amended from time to time.

The Agency understands and declares that this donation is absolute and irrevocable and that, after the execution of this agreement, the Agency have no right, title, interest, or incidents of ownership in the property transferred to this Fund.

This agreement has been executed by the Agency and on behalf of the Community Foundation for Monterey County:

**Executed for MPRPD:**

\_\_\_\_\_  
Monta M. Potter, Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Rafael Payan

\_\_\_\_\_  
Date

**Executed for the Foundation:**

\_\_\_\_\_  
Daniel R. Baldwin  
President/CEO

\_\_\_\_\_  
Date

**EXHIBIT "A"**

**Investment Options**

Below are the investment options that the CFMC offers. Please initial next to your investment preference (choose only one):

Initial Here: \_\_\_\_\_ **Primary Portfolio:** The Primary Portfolio has a time frame in perpetuity. Our investment objective is to earn a return that allows a significant distribution of grants while striving to preserve the principal, allowing for inflation and expenses, and fulfill one's philanthropic goals into the future.

Initial Here: \_\_\_\_\_ **ESG Portfolio (Environmental, Social and Governance):** The ESG Portfolio is designed for those who seek both long term growth and positive social or environmental impact in a diversified investment portfolio. Composed of funds that meet a variety of social screens, both positive and exclusionary. This is the best option for those who prefer socially responsible investments.

Initial Here: \_\_\_\_\_ **Medium Term Portfolio:** The Medium-Term Portfolio reduces volatility on a year-by-year basis when compared to our long-term primary portfolio. The Medium-Term Portfolio has a greater emphasis on capital preservation while maintaining some potential for appreciation. It may be a good choice for those expecting to grant a significant percentage of their fund within 3-7 years, and willing to tolerate moderate levels of risk.

**EXHIBIT "B"**  
**Initial Contributions to the**  
**Let's Go Outdoors!**  
**A Special Purpose 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 Fund.

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

New Fund  
Contact Information Sheet

Please provide contact information for all Agency Contacts

Primary Contact

Name(s): \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Home Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Receives Qtrly Fund Statement: Yes No  
(Please circle one)

Secondary Contact

Name(s): \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Home Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Receives Qtrly Fund Statement: Yes No  
(Please circle one)

Secondary Contact

Name(s): \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Home Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Receives Qtrly Fund Statement: Yes No  
(please circle one)

Secondary Contact

Name(s): \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Home Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Receives Qtrly Fund Statement: Yes No  
(please circle one)