



Nonprofit Designated Fund Agreement

This Nonprofit Designated Fund Agreement (“Agreement”), between Rose Community Foundation (the “Foundation”) and the 501(c)(3) public charity listed below (the “Nonprofit”) hereby establishes a Nonprofit Designated Fund at the Foundation (“Fund”). A Nonprofit Designated Fund is a fund owned and managed by the Foundation for the support of the Nonprofit. The Fund is subject to the Foundation’s Nonprofit Designated Fund Guidelines, as amended from time to time (“Guidelines”). A copy of the current Guidelines is attached to this Agreement. Further information about Nonprofit Designated Funds, this Agreement and charitable giving is available at <https://rcfdenver.org>

This Agreement is

- an agreement for a new fund or
- a restatement of an original Fund Agreement dated _____
for the Fund named _____

Nonprofit Information

Please identify the Nonprofit that is establishing the Fund and will be the sole beneficiary of the Fund. This information may not be changed in a fund restatement.

Nonprofit Name

Federal Tax Identification Number (EIN)

Address

City State Zip

The Nonprofit represents that it currently qualifies as tax-exempt under § 501(c)(3) of the Internal Revenue Code and as a public charity under § 509(a)(1), (2), or (3) of the Code (“Qualified Public Charity”). The Nonprofit shall immediately notify the Foundation if it learns that it has lost its status as a Qualified Public Charity or if it has any reason to believe that it may lose such status.

Describe the mission of the Nonprofit. For more space, use the Notes sections later in this document.

Fund Name and Purpose

The Fund shall be known by the name below and will be listed in Foundation publications unless anonymity for the Fund is requested. This information may not be changed in a fund restatement.

Fund Name: _____

The purpose of the Fund is to

- Provide general support for the Nonprofit
- Provide support for the following programs or projects of the Nonprofit:

Other:

Continuity

The Fund shall continue so long as assets are available in the Fund and the purposes of the Fund can be served by its continuation. If, at any time and for any reason, the Nonprofit shall cease to operate or to exist, the Foundation shall devote any remaining assets in the Fund exclusively for charitable purposes that: (a) are within the scope of the charitable purposes of the Foundation, and (b) most nearly approximate, in the good faith opinion of the Board of Trustees of the Foundation, the original purpose of the Fund.

Optional: If not sufficiently captured by the Nonprofit's mission and Fund purpose above, use this space to provide additional clarity on the charitable purpose of the Fund and the Nonprofit, such as populations and geography served. For more space, use the Notes sections later in this document.

Primary Fund Representative

The Primary Fund Representative is the Executive Director or CEO of the Nonprofit. The Primary Fund Representative may access information about the Fund, such as monthly statements and the Fund's contribution and grant history, may make the investment recommendations described below, and may request one or more distributions of the Spendable Amount from the Fund, through the Foundation's secure online portal. The Primary Fund Representative may also designate Authorized Parties. The current Primary Fund Representative is listed below.

Name Title

Address

City State Zip

Phone E-mail

Authorized Parties

Additional parties can be authorized by the Primary Fund Representative to view Fund information and Fund documents through the Foundation's online portal. Authorized Parties may not take action on behalf of the Fund or request Fund distributions. Like Primary Fund Representatives, Authorized Parties are assigned by role with the organization. The current Authorized Parties are listed below.

Authorized Party 1 (optional)

Name _____		Title _____	
Address _____			
City _____		State _____	Zip _____
Phone _____		E-mail _____	

Authorized Party 2 (optional)

Name _____		Title _____	
Address _____			
City _____		State _____	Zip _____
Phone _____		E-mail _____	

Opening Contribution *(for new funds only)*

Please indicate the amount and nature of the opening contribution to the Fund. The minimum opening contribution is \$10,000.

- Check, ACH or Wire Transfer: Amount _____
- Marketable Securities: _____ shares of _____
from _____
- Mutual Funds: _____ shares of _____
from _____
- Other _____

Distributions

The Nonprofit may specify the amount and timing of distributions upon the opening of the Fund. This information may be changed by the Primary Fund Representative.

AMOUNT	<input type="checkbox"/> Distribute a specific amount: \$ _____ <input type="checkbox"/> Distribute _____% of the value of the assets of the Fund <input type="checkbox"/> Distribute any amount requested by the Designated Beneficiary
FREQUENCY	<input type="checkbox"/> Annually <input type="checkbox"/> Quarterly <input type="checkbox"/> At any time requested by the Designated Beneficiary

Investments

Nonprofits establishing a Nonprofit Designated Fund may choose how the Fund will be invested initially, and the Primary Fund Representative may change the investment recommendation on an annual basis at any time during the year. Please select an investment pool based on the following options:

- | | |
|--|---|
| <input type="checkbox"/> Growth Pool | Mix/Allocation: 75% Equity / 25% Fixed Income (including private equity) |
| <input type="checkbox"/> Balanced Pool | Mix/Allocation: 40% Equity / 60% Fixed Income |
| <input type="checkbox"/> Money Market Pool | Mix/Allocation: 100% Cash/Money Market Funds |

Notes

Use this section to provide any information not addressed elsewhere in this Agreement or to complete any sections of the Agreement where space was otherwise too limited. For additional notes, please use the notes page at the end of this document.

Governing Law

This Agreement shall be interpreted and enforced in accordance with laws of the State of Colorado, without giving effect to its conflict of laws provisions.

Acknowledgment and Signatures

Instructions: This agreement will be signed by the Nonprofit Executive Director / CEO, the Nonprofit Board Chair, and the President & CEO of Rose Community Foundation via DocuSign.

I acknowledge that I have read this Agreement and the attachments to this Agreement (which are incorporated herein by this reference) and agree to the terms and conditions set forth herein. I understand that any contribution to the Fund, once accepted by the Board of Trustees of Rose Community Foundation, is owned by Rose Community Foundation, subject to the terms and conditions set forth herein.

Printed Name, Nonprofit Executive Director/CEO

Title

Signature, Nonprofit Executive Director/CEO

Date

Printed Name, Nonprofit Board Chair

Title

Signature, Nonprofit Board Chair

Date

Acceptance

Thank you for creating a Nonprofit Agency Designated Fund at Rose Community Foundation. We look forward to our partnership.

Rose Community Foundation

By: Lindy Eichenbaum Lent, President & CEO

Date

Nonprofit Designated Fund Guidelines

Establishing a Fund

The minimum amount to establish a nonprofit designated fund at the Foundation is \$10,000. Additional contributions to the Fund may be made at any time. Acceptance of any non-cash contributions is subject to the Foundation's Gift Acceptance Policies and Guidelines.

Tax Status of Funds

Funds established at the Foundation are component funds of the Foundation, a 501(c)(3) public charity.

Variance Power

All funds established at the Foundation are subject to the Foundation's "variance power," as set forth in its bylaws. The variance power gives the Foundation the authority to modify any donor recommendation or condition on distributions from a fund for any specified charitable purpose or to any specified organization, if in the sole judgment of the Foundation, such recommendation or condition becomes unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community served by the Foundation. In the unlikely event the Foundation is required to exercise its variance power with respect to a fund, it will endeavor to exercise that power so that the modifications conform in a manner as near as possible to the original intent of the fund.

Restrictions on Designated Fund Distributions

Nonprofit designated funds are established solely to support the operations of the 501(c)(3) public charity establishing the fund (the "Nonprofit"). The Nonprofit may specify, at the time the fund is established, the amount (including a percentage of the fund's value) of distributions to be made from the fund, and whether distributions should be made quarterly or annually. For distribution purposes, the value of the fund is determined in accordance with the Foundation's valuation policies and procedures in effect from time to time. Alternatively, the Nonprofit may specify that the amount and timing of distributions should be made "upon request."

All distributions must be requested by the Primary Fund Representative and must be approved by the Foundation. Distributions of more than 25% of the value of the fund must also be authorized by the Board Chair of the Nonprofit. Requests for distributions of \$25,000 or more may require additional processing time.

Management and Investment of Assets

Funds at the Foundation are the property of the Foundation and are administered by the Foundation in accordance with these Guidelines and applicable laws, including the Internal Revenue Code and Colorado's Uniform Prudent Management of Institutional Funds Act, all as amended from time to time. The Foundation invests the assets in its funds in accordance with the Foundation's investment policies, as amended from time to time. A nonprofit establishing a fund may choose to have the fund invested using the Foundation's asset allocation or may choose its own allocation among the Foundation's pool of investments. For investment purposes, the Foundation may commingle the assets of a fund with those of other Foundation funds, so long as it maintains separate accounting records with respect to each fund. The Foundation may, in its sole discretion, delegate to its committees, officers, employees or agents authority with respect to investment of its funds. In addition, the Foundation may contract with and pay compensation to independent investment professionals, banks or trust companies.

Fees

Funds established at the Foundation are subject to administrative and investment fees. Administrative fees are charged by the Foundation based on the attached Board-approved fee schedule which may be amended from time to time.

Investment fees are calculated separately and are deducted from investment earnings; investment earnings will always be reported net of investment fees.

The Foundation reserves the right to change its fee structure at any time. The Foundation may also pay or reimburse itself from a fund for all direct expenses it incurs in administering the fund. In addition, if the Foundation and the Nonprofit agree, the Foundation may provide additional services with respect to the fund in exchange for an additional fee.

Reports

The Foundation will provide quarterly reports showing the then-current balance in the fund and listing all contributions to the fund, distributions from the fund, fees charged to the fund, and net investment gains (losses) allocated to the fund during the period covered by the report. The Primary Fund Representative and Authorized Parties may also view fund details through the online fundholder portal.

Confidentiality

The Foundation agrees not to use any confidential information provided in connection with the establishment of a fund for purposes other than those for which it was provided, without receiving prior written consent of the Nonprofit.

Irrevocable Gifts

All contributions to funds at the Foundation, once accepted by the Foundation, represent irrevocable gifts to the Foundation.

Rose Community Foundation Fee Schedule

Current as of January 1, 2021

For funds held by Rose Community Foundation, administrative fees are charged according to the Board-approved schedule below, which may be amended from time to time. These fees are separate from and in addition to investment management fees. Investment returns are always reported net of fees.

Fees	
Rate	Fund balance
1.0%	for funds with assets up to \$1 million
0.5%	for funds with assets over \$1 million
\$250	Minimum Annual Fee

Additional Notes

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