



AGENCY ENDOWMENT FUND

INSTRUMENT OF GIFT

THIS AGREEMENT is made this _____ day of _____, in the year _____, between the _____ (the “Agency”) a California nonprofit public benefit corporation having its principal office in the City of Long Beach and State of California and the **LONG BEACH COMMUNITY FOUNDATION** (“Foundation”), having its principal office in the City of Long Beach and State of California, to create a philanthropic and charitable endowment fund.

1. **Creation of Fund.** The fund hereby created shall be known as the:
_____ (the “Fund”).

All money and property transferred to the Fund shall be an irrevocable gift to the Foundation.

2. **Management of Fund.** The Foundation shall hold, manage, invest and reinvest the Fund, and shall collect the income and shall pay and disburse the net income and principal thereof exclusively for general charitable uses and purposes in accordance with the provisions specified in the Articles of Incorporation of the Foundation. The Articles of Incorporation of the Foundation have been adopted by the Board of Directors of the Foundation, and their provisions, as they may be amended from time to time, are hereby incorporated by reference and conclusively assented to and adopted. The phrase “charitable uses and purposes” shall be defined as all of those activities, uses and purposes described in Section 501(c)(3) of the Internal Revenue Code.

3. **Distributions from the Fund.** The Agency is the beneficiary of the Fund. Net Income of the Fund shall be disbursed for broad general charitable uses and purposes of the Agency. It is the desire of the Agency that the Fund be considered an endowment. “Net Income” for the purpose of this agreement shall be defined as the spending policy for permanent funds established from time to time by the Foundation’s Board of Directors.

4. **No Other Distributions.** In transferring its property to the Fund, the Agency

intends to create a permanent endowment. No distributions in excess of the amount dictated by the application of the Foundation's spending policy may be made to the Agency in any year.

5. **Costs of Administration.** The Foundation shall charge Fees to the Fund to the extent sufficient, for reasonable and proper compensation for services and expenses. The Fee Schedule in effect as of the date of this Agreement is attached as Attachment A. The Fee shall at all times be consistent with other component funds in the same category.

6. **Component Part and Not a Donor Advised Fund.** It is intended that the Fund shall be a component part of the Foundation as defined in section 1.170A-9(e)(11) of the Income Tax Regulations and that nothing in this Agreement shall affect the status of the Foundation as an organization (i) described in section 501(c)(3) of the Internal Revenue Code of 1986 ("Code") and (ii) which is not a private foundation within the meaning of section 509(a) of the Code. The Fund shall avoid classification as a donor advised fund under Section 4966 of the Code by meeting the exceptions described under Section 4966(d)(2)(B)(ii) of the Code. This Agreement shall be interpreted in a manner consistent with the foregoing intention and to conform to the requirements of the foregoing provisions of the Federal tax laws and any regulations issued thereunder.

7. **Status of Foundation.** All transfers of property under this Agreement are subject to the condition that the Foundation, as of the date of transfer, is classified in good standing by the Internal Revenue Service as an organization (i) described in section 501(c)(3) of the Code and (ii) which is not a private foundation as defined in section 509(a) of the Code.

8. **Status of Agency.** All transfers of property under this Agreement are subject to the condition that the Agency, as of the date of transfer, is classified in good standing by the Internal Revenue Service as an organization (i) described in section 501(c)(3) of the Code and (ii) which is not a private foundation as defined in section 509(a) of the Code.

9. **California Law.** The Fund created by this Agreement shall be administered in and under the laws of the State of California, and this Agreement and the validity thereof shall be governed by and construed in accordance with the laws of the State of California.

10. **Variance Power.** The Fund is protected from obsolescence. If, in the sole judgment of the Board of Directors of the Foundation, the purposes for which the Fund was created ever become unnecessary, incapable of fulfillment, or inconsistent with the charitable

ENTER FUND NAME
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needs of the community served by the Foundation, the Foundation's Board of Directors shall modify any restriction or condition on the use or distribution of the income and principal of the Fund.

IN WITNESS WHEREOF, the Agency and the Foundation have executed this Agreement as of the date first above written.

AGENCY:

ENTER AGENCY NAME

By _____

(Printed name and title)

By _____

(Printed name and title)

FOUNDATION:

LONG BEACH COMMUNITY FOUNDATION

By _____

Marcelle Epley
President and CEO