

Joseph and Lenka Finci Jewish Community Building | 4950 Murphy Canyon Rd, San Diego, CA 92123 ph: (858) 279-2740, fax: (858) 279-6105, email: info@jcfsandiego.org | www.jcfsandiego.org

# **DONOR ADVISED FUND AGREEMENT**

3. Fund Advisor Infor	mation			
Fund Advisors are the individ	luals who can recommend	I grants to nonprofits from the Fund.		
Advisor Name	(Required)	Advisor Name	(Optional)	
Address		Address		
City, State, Zip		City, State, Zip		
Home Phone		Home Phone		
Business Phone		Business Phone		
Cell Phone		Cell Phone		
Email Address		Email Address		
Birthdate		Birthdate		
Advisor Name	(Optional)	Advisor Name	(Optional)	
Address		Address		
City, State, Zip		City, State, Zip		
Home Phone		Home Phone		
Business Phone		Business Phone		
Cell Phone		Cell Phone		
Email Address		Email Address		
Birthdate		Birthdate		

C. Fund Succession (Must Total 100%)	
Please choose at least one of the 3 options below, informing Advisor's death or disability.	ng us of what should happen to the remaining assets in the fund upon a Fund
Upon the death or disability of (check one) $\ \square$ all adv	visors or
I. LEGACY PLAN%	
JCF works with individuals to create a plan for their after-life	e giving. This is complimentary and can be updated at any time.
Please distribute according to the most recent Legac	cy Instructions on file with the Jewish Community Foundation.
II. ORGANIZATIONS%	
You can identify specific nonprofits to receive funds in this s	section.
% Fund assets to be transferred to the	Endowment Fund at the Jewish Community Foundation.
% Organization	% Organization
Address	Address
City, State, Zip	City, State, Zip
<ul><li>Apply to Organization's Endowment Fund if Available</li></ul>	<ul><li>Apply to Organization's Endowment Fund if Available</li></ul>
You can add additional organizations on a separate sheet of	of paper, or at a later time.
Assets to be retained in the fund. Successors; ma	ay act $\square$ independently or must act $\square$ by majority or $\square$ jointly. funds for each successor.
Successor Name	Successor Name
Relationship	Relationship
Address	Address
City, State, Zip	City, State, Zip
Phone / Type	Phone / Type
Email Address	Email Address
Birthdate	Birthdate
Successor Name	Successor Name
Relationship	Relationship
Address	Address
City, State, Zip	City, State, Zip
Phone / Type	Phone / Type
Email Address	Email Address
Birthdate	Birthdate

In the event there are no named successor advisors able and willing to serve, fund assets shall be transferred to the Jewish Community Foundation for its unrestricted use.

# **D. Professional Advisors and Other Interested Parties**

You may authorize your professional advisor, assistant, or other person to obtain information about the fund. Please select which privileges you would like to extend.

Professional Advisor / Name			Professional Advisor / Name		
Relationship			Relationship		
Address			Address		
City, State, Zip			City, State, Zip		
Phone / Type			Phone / Type		
Email Address			Email Address		
Online Access to Fund	yes	no no	Online Access to Fund	yes	no no
Obtain confidential fund information	yes	no no	Obtain confidential fund information	yes	no no
Submit grant recommendations	yes	no no	Submit grant recommendations	yes	no no
Professional Advisor / Name			Professional Advisor / Name		
Relationship			Relationship		
Address			Address		
City, State, Zip			City, State, Zip		
Phone / Type			Phone / Type		
Email Address			Email Address		
Online Access to Fund	☐ yes	no no	Online Access to Fund	yes	no no
Obtain confidential fund information	yes	no no	Obtain confidential fund information	yes	no no
Submit grant recommendations	yes	no no	Submit grant recommendations	yes	no no
E. Recognition and Publicit	v				
When sending grants to organizations,	-		May we list the fund name in our materials	s?	
My/Our name with my/our address.				l no	
My/Our name with the Foundation a			(Ne ameante viii se lietear)	j 110	
☐ I/We prefer grants to be sent anony					
(without fund or donor name).					
Referral					
How did you learn about the Jewish Co	ommunity F	oundation'	s Donor Advised Fund program?		
f you were referred by an individual, ple	ease provid	e his or he	r name so we can give our thanks.		
Current fund holder:			Foundation staff:		
Foundation literature:			Ad or publication:		
Organization:			Other:		
Professional advisor:			_		
G. Initial Contribution					
Amount \$					
☐ Bank wire ☐ Marketable	e securities		☐ Check ☐ Other		

Please contact the Foundation at 858.279.2740 for instructions.

# **GUIDE TO JCF INVESTMENT POOLS**

0-2 years

## **Short Term Pool**

#### **OBJECTIVES**

The cash equivalent pool is designed for fundholders who wish to make grants immediately or who cannot sustain any loss of principal over any time horizon.

#### ALLOCATION POLICY

100% - Cash Equivalents



3-7 years

## **Mid Term Pool**

## **OBJECTIVES**

Designed to be moderately conservative and emphasize shorter-term income over longer-term growth.

## ALLOCATION POLICY

75% - Fixed Income

25% - Equity



7+ years

GRANTING TIME HORIZON

## **Long Term Pool**

## **OBJECTIVES**

Suitable for modest, fixed annual granting objectives. The risk and return profile is designed to be similar to that of the Endowment Pool, although the Long Term Pool will remain liquid and will not include an allocation to private/alternative investments.

## ALLOCATION POLICY

75% - Equity

25% - Fixed Income



## **Long Term Index Pool**

#### **OBJECTIVES**

Designed for a 100% passive (index fund) investment approach. The risk and return profile is designed to be similar to the Long Term and Endowment Pools. The Long Term Index Pool will not include an allocation to real assets.

## ALLOCATION POLICY

75% - Equity

25% - Fixed Income



## Impact Investment Pool<sup>1</sup>

#### **OBJECTIVES**

Suitable for modest, fixed annual granting objectives. The risk and return profile is designed to be similar to that of the Long Term and Endowment Pools. The pool applies a Jewish lens across all asset classes to support environmental and social impact and Israel.

## ALLOCATION POLICY

67% - Equity

26% - Fixed Income

7% - Private Assets



20+ years

## **Endowment Pool**<sup>1</sup>

## **OBJECTIVES**

Designed for endowment-like objectives and prudent, sustainable, planned spending policies consistent with the time horizon for the Pool's investment objectives. The Endowment Pool is managed consistent with endowment best practices, and includes allocations to private/alternative illiquid investments.

## ALLOCATION POLICY

37% - Equity

32% - Private Assets

17% - Fixed Income

14% - Hedge Funds



<sup>1</sup>Distributions of \$250,000 or more will require notice of 90 days and may be subject to hold back, depending on operational or liquidity constraints. Any balance held back will be distributed when constraints no longer apply.

## RECOMMENDATION FOR INVESTMENT OF ASSETS

As each pool represents a diversified investment objective, we recommend that you select a single pool that matches your charitable goals. For new funds, if no pool is chosen, the Fund will be invested in the Short Term Pool.

Fund Name: \_\_\_\_\_

Select your Pool(s) (	(Allocation must be equal to 100%)
☐ Short Term Pool	%
☐ Mid Term Pool	%
☐ Long Term Pool	%
□ Long Term Index Pool	%
☐ Impact Investment Pool	%
☐ Endowment Pool	%
	Total =%
/e have reviewed the Guide to JCF Investme invested as indicated above.  visor(s) or Authorized Representative(s	ent Pools and recommend that the assets of the fur
nature	Date
nature	Date
nature	Date

There are market risks with respect to any investment and the Foundation can offer no assurance against risk of loss. Pool investments and objectives are subject to change. Please refer to our website at www.jcfsandiego.org or contact Foundation staff at (858) 279-2740 for more detailed information regarding pool investments. Allocations are subject to change; please refer to the latest performance report.



# H. Terms

This agreement is made and entered into this day or	, 20 by and between
("Donor(s)") and the Jewish Community Foundation of San Diego (JCF), a Califo	ornia nonprofit corporation.
Delivery is made herewith by the undersigned Donor(s) of the property listed in this a property constitutes an irrevocable gift to JCF upon acceptance of the gift and of the	• • • • • • • • • • • • • • • • • • • •

- A fund will be established on the books of JCF which shall be known as the \_ \_\_\_\_\_ Fund (the "Fund") of the Jewish Community Foundation.
- The Fund will include the property this day received from said Donor(s), any property as may from time to time be transferred to JCF by the Donor(s) for inclusion in the Fund, or any property received from time to time by JCF from any other source and accepted by it for inclusion in the Fund and all income from the foregoing property.
- The Fund will be the property of JCF held by it in its normal corporate capacity. It shall not be deemed a trust fund held in a trustee capacity. JCF will have the ultimate authority and control over all property in the Fund and all income derived therefrom, for the charitable, educational and religious purposes of JCF.
- The Fund will be used only for charitable, educational, or religious purposes (or any combination of such purposes) within JCF's mission.
- Those individuals named in Section B of this agreement maintain the right to recommend distributions from the Fund and select from investment options for the Fund.
- Distributions from the Fund of the income or principal or both, within the limitations provided for in paragraph 4 above, will be made at such times, in such amounts, in such ways, and for such charitable, educational or religious purposes (or any combination of such purposes) as JCF determines. The recommendations with respect to distributions will be solely advisory, and JCF will not be bound by such recommendations. Neither the Fund Advisor(s) nor the Donor(s) nor any related party may receive any benefit or privilege in return for a distribution from the Fund. No distribution from the Fund may be used to discharge or satisfy a legally enforceable pledge or obligation of any person, including the Fund Advisor(s) and the Donor(s).
- JCF shall at all times retain the full authority and control over the investment of assets contributed to the Fund. The Fund Advisor(s) may, however, make recommendations regarding the investment of such assets, as indicated in Section I of this application. JCF may limit the amounts that may be invested in any particular investment alternative. JCF further reserves the right to revise or revoke at any time or to change investment objectives and policies of the Fund without notice to the Fund Advisor(s) or Donor(s) and without the Fund Advisor(s) or Donor(s) prior approval. Donor(s) acknowledges that there are market risks with respect to any investment and there can be no assurance against risk of loss.
- The Fund will be charged an annual fee of 1.5% of the Fund balance, payable monthly, to cover the cost of administration, with a minimum annual fee of \$300, charged at \$25 per month. For higher balances, a sliding fee scale is used. These fees are subject to change at any time by JCF's Board of Directors.
- It is intended that the Fund will be a component part of JCF and that nothing in the Agreement will affect the status of JCF as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 (as amended) and as an organization which is not a private foundation within the meaning of Section 509(a). This Agreement will be interpreted in a manner consistent with the foregoing intention and so as to conform to the requirements of the foregoing provisions of the Code and any regulations issued pursuant thereto. JCF is authorized to amend this Agreement to conform to the provisions of any applicable law or government regulation in order to carry out the foregoing intention. Reference herein to provisions of the Internal Revenue Code of 1986 shall be deemed references to the corresponding provisions of any future Internal Revenue law.

Donor 1 Signature	(print name)
Donor 2 Signature	(print name)
Acknowledged for JCF (signature)	By (print name)

Date

Title