



**Agreement to Establish the  
Grand Rapids Area Human Rights Fund**  
within the  
**Grand Rapids Area Community Foundation**

**THIS AGREEMENT**, dated this \_\_\_\_ day of \_\_\_\_\_, 2026 is made to establish the Grand Rapids Area Human Rights Fund (the "Fund") within the Grand Rapids Area Community Foundation (the "Foundation"). **At the time of this agreement, the Grand Rapids Human Rights Commission (the "Donor" or the "Commission") as the founding donor** makes an irrevocable gift of **\$1.00** to The Grand Rapids Area Community Foundation (the "Foundation"), a 501(c)(3) organization authorized to receive and hold charitable funds in accordance with its charter and bylaws. This is to be used to establish a fund at the Foundation to be known as the Grand Rapids Area Human Rights Fund ("the Fund"). The purpose of the Fund is to support organizations, initiatives, **events**, and community-led efforts that uphold human rights and promote dignity and respect for individuals and families in the Grand Rapids, Minnesota area, with a **focus on human rights oriented education, awareness, and constructive community engagement that are consistent with the goals and objectives that are defined in city code ..... and Grand Rapids Human Rights Commission Bylaws and as advised by the Grand Rapids Human Rights Commission**

1. The Fund will be identified, as described above, by the Foundation in all relevant literature, reports, promotional material and public documents.
2. The Fund will be subject to the Articles of Incorporation and Bylaws of the Foundation, as the **Foundation** may amend them from time to time.
3. The Fund is designated to meet **human rights related** charitable needs in the community and surrounding area of the **Grand Rapids , Minnesota** Area.
4. Distributions from the Fund shall be consistent with the exempt purposes of the Foundation. The Foundation board shall have the power to modify any restriction or condition on the distribution of funds for any specified charitable purposes or to specified organizations if in the sole judgment of the board, (without the approval of any trustee, custodian or agent),

such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment or inconsistent with the charitable needs of the community or area served.

5. It is the intent of the **founding** donor that the Fund be considered **non-endowed** and distributions from the Fund may be made in any amount not to exceed the balance of the Fund.
4. Gifts may be added to the Fund **at any time from both private or public sources. Funds from each source are to be commingled, treated as the same, and not segregated as to the source of the funds. For management purposes, the Foundation may commingle the assets of this Fund with the assets of other funds held by the Foundation, provided the separate identity and value of the Fund will be maintained and distinguishable and** distribution from the Fund will be clearly identified as such to the grantees.
5. It is intended that the Fund will be continued as long as the need for the Fund exists, and assets are held in the Fund **or anticipated to be donated to the fund** for its purposes.
6. The governing board of the Foundation shall have final authority and discretion as to the investment and reinvestment of the assets of the Fund as part of the Foundation Investment Portfolio.
7. The Foundation will provide all routine accounting, and reporting to the Minnesota Attorney General and Internal Revenue Service regarding the Fund. The Foundation shall be entitled to reasonable compensation for management of the Fund in accordance with their regular fee schedule. The administrative fee for a nonendowed fund is 2% annually (calculated .50% quarterly) with a minimum annual fee of \$250.
8. The Fund will be the property of the Foundation held by it in its corporate capacity and will not be deemed a trust fund held by it in a trustee capacity. It is intended the Fund will be a component fund of the Community Foundation and that nothing in the Agreement will affect the status of the Foundation as an organization described in Sections 509(a)(1) and 170(b)(1)(A)(vi) of the Internal Revenue Code. This Agreement will be interpreted in a manner consistent with the foregoing **stated** intention and to conform to any applicable requirements of the Internal Revenue Code and IRS Regulations.

#### **Advisors**

**The Grand Rapids Human Rights Commission (the Commission) shall designate** the Advisor(s) to this Fund **and the Commission may replace this designee. When and if the Commission does**

not or is not able to designate an Advisor, then the following individuals may serve as Advisors to the Fund.

1. City of Grand Rapids Administrator
2. City of Grand Rapids Treasurer

Upon the death, incapacity, or other disqualification of the last of the Advisors named above, the following individual(s) may serve as successor Advisor(s) to the Fund.

- 1.
- 2.
- 3.

If at any time there is more than one Advisor to the Fund, the Advisors will appoint a designee and all communications to and from the Foundation will be through the designee. If there is no designee appointed by the Human Rights Commission, the designee will be the first Advisor listed above. All communications with the Advisor shall, if by post, shall be addressed to th Advisor through the Clerk, City of Grand Rapids, 420 Pokegama Avenue North, Grand Rapids, Minnesota 55744, or if by e-mail, through .....

At such time as the Fund ceases to have any Advisors, it will be used for general charitable purposes at the discretion of the Foundation’s Board without consideration of advice or recommendation from an Advisor.

**Anonymity/Publicity**

To recognize and honor the donors, the Foundation’s policy is to include donors’ names in publicity about the Foundation unless they wish to remain anonymous. The City of Grand Rapids and the Grand Rapids Human Rights Commission have no objection to the inclusion of their names in Foundation publicity

By: \_\_\_\_\_

Donor Signature	Printed Name	Date
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ACCEPTED:

By: \_\_\_\_\_

Foundation Signature	Printed Name	Title
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