



**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”) **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, and community-led efforts that uphold human rights and promote dignity and respect for individuals and families in the Grand Rapids, Minnesota area, with an emphasis on **human rights oriented** education, awareness, and constructive community engagement **as defined 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 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 nonendowed 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 anytime **from private or public funds**. The Foundation may commingle the assets of the Fund with the assets of other funds held by the Foundation, provided the separate identity of the Fund will be maintained 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 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 intention and to conform to any applicable requirements of the Internal Revenue Code and IRS Regulations.

#### **Advisors**

**The Chair of the Grand Rapids Human Rights Commission shall serve as the Advisor(s) to this Fund and may be replaced by the Commission. 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.
- 2.

