



## **AGREEMENT TO ESTABLISH A DESIGNATED PASS-THROUGH FUND**

### **1. NAME YOUR CHARITABLE FUND**

Please indicate the name of your fund which shall be known as: Sanibel Fishing Pier Fund.

### **2. PURPOSE OF CHARITABLE FUND**

The purpose of the Sanibel Fishing Pier Fund is to utilize donations to fund Phase 1 (temporary) improvements at the existing Sanibel Fishing Pier (Pier), as approved by the City of Sanibel (City). The Pier was significantly damaged by Hurricane Ian on September 28, 2022, and has since been closed to public use. The primary goal of the Fund is to reopen the existing Pier for public use as soon as possible. Funds not distributed to assist the City with funding the Pier repairs will be held by CFI to fund future maintenance expenses related to the Pier, as may be requested by the City.

### **3. FOUNDERS**

The Founders of the Sanibel Fishing Pier Fund consists of individuals and/or entities who have initiated efforts to provide financial support, and to solicit financial support from donors to assist the City fund permanent repairs to the Pier.

### **4. INVESTMENT OF FUND ASSETS**

All assets of the fund will be invested in the Charitable Foundation of the Islands (CFI) (the "Foundation") in a separate checking account with Bank of the Islands.

All contributions made to the Foundation become assets of the Foundation. Contributions are governed by the Foundation's Articles of Incorporation and By-Laws, as amended from time to time. The Foundation reserves the right to review and approve all contributions.

Donors to the Foundation may add to their funds at any time using a variety of assets, including cash, securities, restricted stock, and real estate. By default, all future contributions will be invested following CFI's investment policy.

## 5. CITY OF SANIBEL RESPONSIBILITIES

- A. The City of Sanibel (City), as the owner of the Pier is solely responsible for the following:
- i. Managing and approving the design for Phase 1 (temporary) repairs to the Pier (Project).
  - ii. Collaborating with a Donor committee on the final scope of work for the Project, including collaboration with the consultants or contractors recommended by the Donor committee or selected by the City through a competitive bidding process.
  - iii. Obtaining all necessary permits related to the Project.
  - iv. Managing all procurement related to the Project.
  - v. Sanibel City Council approval is required for:
    - a. The award contracts related to the Project
    - b. Donor signage is to be installed at the Pier entrance. A concept of the Donor Signage is shown in Exhibit A. Approval of this agreement shall serve as the City Council's approval of the sign concept. Final approval of the sign text may be approved by the City Manager.
  - vi. Maintenance of approved Donor signage.
- B. The City Manager or Deputy City Manager of the City may request funds to support the completion of the Project, or for ongoing maintenance expenses associated with the Pier.
- C. Contact Information for the City of Sanibel:

**Name of Organization (if applicable):** City of Sanibel

**Mailing Address:** 800 Dunlop Road, Sanibel, FL 33957

**Phone (Work):** 239-472-4135

**Contact(s):**

Dana Souza (City Manager)

Steve Chaipel (Deputy City Manager/CFO, Finance Director)

Email: [dana.souza@mysanibel.com](mailto:dana.souza@mysanibel.com)

Email: [steve.chaipel@mysanibel.com](mailto:steve.chaipel@mysanibel.com)

## 6. FUNDRAISING COMMITTEE RESPONSIBILITIES

- A. Fundraising Committee will establish a committee of no more than three (3) people to collaborate with the City on this Project.
- B. Fundraising Committee agrees to solicit donations to assist the City in funding Phase 1 (temporary) repairs of the Pier.
- C. Fundraising Committee will design Donor Signage to be installed at the entrance to the Pier for City Council consideration and approval. Signage must be consistent with City signage at beach parks and meet the requirements of the City's Land Development Code.
- D. If completing the Project is not feasible for some unforeseen circumstances, the Donors will be contacted and offered an opportunity to redirect their funds to another project. If a suitable project is not identified, funds may be returned to the donors.

## 7. CFI RESPONSIBILITIES

- A. Manage Donor funds.

- B. Upon request, provide payment to the City to fund the Phase I repairs and improvements or approved maintenance expenses only, unless the parties otherwise agree to broaden the payment scope in a separate written agreement.
- C. Contact Information for the CFI:

**Name of Organization:** Charitable Foundation of the Islands CFI)

**Mailing Address:** PO Box 1429, Sanibel, FL, 33957

**Phone (Work):** 239-322-3818

**Contact(s):**

Dolly Farrell (Executive Director)

Savannah Kelly (Director of Community Engagement)

Email: [dfarrell@sancapcfi.org](mailto:dfarrell@sancapcfi.org)

Email: [savannah@sancapcfi.org](mailto:savannah@sancapcfi.org)

## 8. CFI FEES

It is understood that the Fund is charged an administrative fee by the Foundation and the pro rata share of investment management fees for the Investment pool in which it is invested. The Foundation will charge an annual fee of 2% to cover its operational costs, including the processing of checks, the production of acknowledgement letters, maintenance of a separate checking account, as well as the expenses associated with its numerous educational, philanthropic, and charitable programs on the Sanibel and Captiva islands. Fees may change as determined by CFI's Board of Directors.

The Fund is responsible for the payment of any credit card fees related to fund transactions. These fees typically range from 3-5% per credit card transaction.

## 9. DESIGNATED GRANT DISTRIBUTIONS

The Charitable Foundation of the Islands will make grants to the City of Sanibel as listed below:

- a. Charity Name: City of Sanibel  
Address: 800 Dunlop Road  
City, State Zip: Sanibel, FL 33957

### **Purpose:**

To support Phase 1 (temporary) of the Sanibel Fishing Pier rebuild, including repairs and maintenance. The City of Sanibel will provide input on the use of funds, and CFI will make distributions in alignment with the fund's charitable purpose, donor intent, and its fiduciary obligations.

Any excess funds shall be held in a dedicated fund or endowment by CFI to support future maintenance and enhancements of the Sanibel Fishing Pier.

## 10. INDEMNIFICATION

The Foundation agrees to indemnify, defend, and hold harmless the City, its agents, officers, and employees from and against any claims, losses, damages, costs, and expenses, including reasonable attorney's fees, to the extent arising out of the negligence or willful misconduct of the Foundation or its

authorized agents in connection with the Foundation's obligations under this Agreement. The Foundation shall have no obligation to indemnify the City for claims arising out of the City's own acts or omissions.

### 11. GOVERNANCE

It is intended that the Fund shall be a component fund of the Foundation and not a separate trust; furthermore, nothing in this agreement shall affect the status of the Foundation as an entity that is a qualified charitable Agency. This agreement shall be interpreted in a manner consistent with this intention to conform to the requirements of the Internal Revenue Code and any regulations issued pursuant thereto applicable to the intended status of the Foundation. The Fund is protected from obsolescence. The Fund shall be held and administered subject to the provisions of the Foundation's Articles of Incorporation and By-Laws as presently in effect or as each may from time to time be amended, including those provisions that may permit the CFI Board of Directors to amend, modify, or vary any of the purposes, directions, restrictions, or conditions set forth herein. However, the Foundation does not anticipate exercising such authority unless, in the sole judgment of CFI's Board of Directors, such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community area served.



IWE HEREBY AGREE to and accept the terms of this agreement and the related policies governing donor-designated funds.

\_\_\_\_\_  
(Fundraising Committee Representative – Signature):  
Date:

Dorothy Fanel  
Foundation Representative – Signature

4/8/26  
Date:

\_\_\_\_\_  
City of Sanibel Representative – Signature  
Dana A. Souza  
City Manager

Date:

**EXHIBIT A**

