



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

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

Please indicate the name of your fund shall be known as: Roots in Resilience Fund. \_\_\_\_\_

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

The purpose of the Roots in Resilience Fund (Fund) is to utilize donations to fund improvements to public and quasi-public, landscapes, facilities or spaces whether roads, parks, public facilities, trails, non-profit organization properties, or other public or quasi-public spaces that may be selected by the Fund Committee. The goal is to re-green, reforest and replant Sanibel with native trees and plants following hurricanes in 2022 and 2024 which severely impacted the island's plant and tree population.

### **3. 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 the allocation referenced above.

### **4. FOUNDER(S) RESPONSIBILITIES**

- A. The Founders will create a citizen-driven, public/private partnership (Roots in Resilience Committee a.k.a. the "Committee") will lead the initiative. The Committee will be made up of: 4 Sanibel Residents; 1 SCCF staff member, 1 CFI staff member, and 1 landscape architect.
- B. The Committee will assist in promoting, raising funds and directing the fundraising initiative in accordance with its stated mission and objectives.
- C. As directed by the Committee, funds will be disbursed to the City to purchase, install, and provide required establishment maintenance of substantial native trees and other native

vegetation, including work for site preparation, and planting bed preparation. These funds can also be used to cover donor signage or recognition activities approved by the Committee.

- D. The Committee will collaborate with two (2) city staff members assigned to work with the Committee to develop improvement plans for public and quasi-public, landscapes, facilities or spaces whether roads, parks, public facilities, trails, non-profit organization properties, or other public or quasi-public spaces that may be selected by the Committee and city staff.
- E. At the termination or dissolution of the Committee, any funds collected as a direct result of this initiative, will be given to the City of Sanibel for the maintenance of vegetation on any property owned by the City of Sanibel.
- F. 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)

## 5. CITY OF SANIBEL RESPONSIBILITIES

- A. The City of Sanibel (City), as the owner of the publicly owned spaces on Sanibel is solely responsible for the following, whether approval is required by the City Council or city staff:
  - i. Assign two (2) city staff members who will collaborate with the Committee on the design and final scope of work for any selected project, whether on public or quasi-public land.
  - ii. Approving the design for improvements on any publicly owned property.
  - iii. Obtaining all necessary permits related to any selected project on publicly owned land.
  - iv. Managing all procurement related to any selected project on publicly owned land.
  - v. Sanibel City Council approval is required for:
    - a. The award of any contract for improvements on publicly owned land, where the cost exceeds the City Manager's authority.
    - b. The installation of donor signage to be installed on publicly owned land.
    - c. Appropriating any city funding that will be applied to any project on publicly owned land
  - vi. Maintenance of approved donor signage.
- B. The City Manager or Deputy City Manager of Sanibel may request the disbursement of funds from CFI for any improvements on publicly owned which has previously been approved by the Committee and city.
- C. Contact Information for the City of Sanibel:

**Name of Organization:** 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. CFI RESPONSIBILITIES

- A. Manage Donor funds.
- B. Upon request, provide payment to the City to fund the permanent improvements or maintenance expenses related to the improvements to public landscapes, facilities or spaces whether roads, parks, public facilities that have been approved for funding by the Fund Committee.
- 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)

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## 7. 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, credit card fees incurred as part of hosting a giving page for this project, 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 the Board.

## 8. DESIGNATED GRANT DISTRIBUTIONS

The Charitable Foundation of the Islands will make grants to the qualified nonprofit organizations listed below:

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

**Purpose:**

Through this public/city partnership, Roots in Resilience funds will be available to purchase 50 substantial native trees and other vegetation selected by SCCF and the City's Natural Resources Department, and approved by the Committee, which will be purchased, planted, and maintained

by the City's Public Works Department.

## 9. INDEMNIFICATION

The Foundation agrees to indemnify and hold the City harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs damages or other expenses, including attorney fees and court costs, Incurred by the City or Its agents, officers or employees arising directly or indirectly from the Foundation's performance under this Agreement or by a person on the Foundation's behalf. The parties acknowledge that the City has received consideration for this indemnification and the Foundation's indemnification obligation will not be limited in any way by the amount of insurance maintained by the Foundation.

## 10. 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 so as 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 Board 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 the Board of Trustees, such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment. or inconsistent with the charitable needs of the community area served.



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

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(Fund Founder – Signature):

Date:

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Foundation Representative – Signature

Date:

