



The Cleveland Foundation
INSTRUMENT OF TRANSFER FOR A
DONOR ADVISED FUND

*Creating the City of Cleveland Neighborhood Safety Fund of
the Cleveland Foundation*

THIS INSTRUMENT is to evidence the transfer and charitable contribution of certain property to The Cleveland Foundation, an Ohio public benefit corporation referred to as *the Foundation*, and the terms, conditions, and purposes of the transfer.

RECITAL

WHEREAS, under Ordinance No. _____, passed by the Council of the City of Cleveland on _____, the Director of Finance is authorized to enter into a fund agreement with The Cleveland Foundation for the purpose of establishing a City of Cleveland Fund Donor Advised Fund known as the *City of Cleveland Neighborhood Safety Fund of The Cleveland Foundation* to distribute, over time to I.R.C. Section 501(c)(3) organizations located within the City of Cleveland, Ohio and Ohio political subdivisions to be used for the purpose of developing successful, evidence-informed and community- centered programs, interventions, and initiatives that serve Cleveland, Ohio residents.

AGREEMENT

1. Contribution. The undersigned Donor, *City of Cleveland*, has irrevocably assigned and conveyed the property described in the attached Schedule A to the Foundation for its public charitable and educational purposes and administration in accordance with and subject to its Articles of Incorporation, Code of Regulations, and policies from time to time in effect, including its variance power.

2. Named Fund. The Schedule A property, all additions made as below provided, and all increments, proceeds, investments, and reinvestments of the same shall comprise a separate donor advised Fund of the Foundation with the name above indicated. The assets of the Fund will be assets of the Foundation and not a separate trust. Any individual or organization may add to the Fund by referring to it expressly in any assignment, conveyance, will, trust instrument, or other instrument of transfer covering the addition, or by oral direction.

3. Distributions; Advisory Committee and Recommendations. Distributions and expenditures may be made in accordance with the spending and other policies of the Foundation in effect from time to time, and on such other terms and conditions as in the judgment of its Board of Directors shall be appropriate from time to time. The Advisory Committee shall act as advisor for the Fund and shall consult with Foundation staff and make recommendations concerning the amounts, timing, and purpose of grants from the Fund, subject to the foregoing described spending and other policies, terms, and conditions. The Advisory Committee shall be a nine (9) person committee, consisting of (i) three (3) City of Cleveland employees appointed by the then-current Mayor of the City of Cleveland; (ii) three (3) Council of the City of Cleveland members appointed by the then-current President of the Council of the City of Cleveland; and (iii) three (3) residents of the City of Cleveland who have been affected by violence, with a focus on youth and young adults as selected by the Advisory Committee. The then-current Mayor and President of Council for the City of Cleveland shall have the opportunity to appoint two (2) additional members of the Advisory Committee when and if they determine it is appropriate and necessary to do so.

Grant recommendations from the Fund shall be made in accordance with the parameters outlined in the “Guiding Principles on Grantmaking” attached as Schedule B, as

amended from time to time in writing signed by the Donor and as acknowledged and accepted by the Foundation. The recommendations of the Advisory Committee shall be in writing, signed by the Advisory Committee Representative and delivered or transmitted to the Foundation. The Advisory Committee Representative shall be appointed by the Advisory Committee by written notice to the Foundation signed by all members of the Advisory Committee. Appointments as Advisory Committee Representative may be revoked and replaced by written notice to the Foundation by the members of the Advisory Committee. The Foundation shall have no duty to inquire whether the recommendations provided by the Advisory Committee Representative have been authorized by any or all other members of the Advisory Committee or are within the parameters outlined in the “Guiding Principles on Grantmaking” on Schedule B. The Foundation will give careful and thoughtful attention to the recommendations of the Advisory Committee, but the Donor acknowledges that the recommendations will be advisory only and not binding on the Foundation.

4. Acknowledgment. The Donor requests that distributions attributable to the Fund be made in the Fund's name.

5. Termination. Unless otherwise mutually agreed to by the Donor and the Foundation in writing, the Fund shall terminate when all members of the Advisory Committee have resigned or otherwise ceased to serve, and at that time, if the principal and undistributed income of the Fund exceeds Ten Thousand Dollars (\$10,000), it shall be a named fund known as the *City of Cleveland Neighborhood Safety Fund* of The Cleveland Foundation, and distributions from the Fund shall be made to violence prevention programs.

Notwithstanding the foregoing, if the annual asset value in each of two consecutive calendar years is less than Ten Thousand Dollars (\$10,000), the Foundation shall

have the option to terminate the Fund and under these circumstances, upon the Fund's termination, the principal and undistributed income of the Fund shall be used for violence prevention programs.

6. Management; Reports. The Foundation shall have exclusive control over the investment, reinvestment, and management of assets comprising the Fund. Donor may express Donor's preference for the initial investment option or investment manager for the Fund by completing Schedule C. Donor acknowledges that any preference expressed is advisory only and that the Foundation may change, add, or dismiss investment options and investment managers from time to time. If the Donor does not indicate a preference, the Foundation shall select a TCF Pool, an investment firm, or bank.

Furthermore, upon mutual agreement of the Donor and the Foundation ("Parties"), the Parties may meet periodically during the term of this Fund as frequently as the Parties desire to discuss the Fund and related matters. The Foundation shall provide a quarterly report identifying the entities denied funding and distributions made from the Fund, including, but not limited to, the names of and amounts awarded to each entity, to the Council of the City of Cleveland. In addition, upon reasonable request of Donor, the Foundation will provide such reports (including an annual report) on the Fund, including the Fund's balance, performance and any grants made from the Fund in accordance with this Agreement.

7. Fee. The Fund shall be assessed an annual fee of 75 basis points (or .75%) times the average market value of the Fund for the twelve consecutive calendar quarters ending the previous most recent June 30th.

8. Counterparts. This Instrument may be executed in separate counterparts (including by facsimile or .pdf format), each of which will be deemed an original but all of

which will constitute but one Instrument. The counterparts of this Instrument may be executed and delivered by facsimile (including in Adobe PDF format) or other electronic signature and will be effective as delivery of a manually executed counterpart to this Instrument.

THIS INSTRUMENT is executed by the Donor and the Foundation and is effective as of the later date signed below. The Foundation acknowledges receipt of the Schedule A property.

DONOR

THE CLEVELAND FOUNDATION

Ahmed Abonamah, Director of Finance
City of Cleveland
Date: _____

Ginger F. Mlakar, General Counsel & Vice
President, Advancement
Date: _____

The legal form and correctness of the
within instrument is approved.
Mark Griffin
Director of Law

By: _____

Date: _____

SCHEDULE A

The following described property has been transferred to The Cleveland Foundation under the foregoing Instrument of Transfer:

To be determined.

SCHEDULE B

Guiding Principles on Grantmaking

The Advisory Committee's charge is to make grant recommendations for the purpose of addressing violence from a public health approach and equity perspective. The Advisory Committee will take into consideration alignment with the values and scope of the City of Cleveland's violence prevention strategic plan when determining its grant recommendations. Therefore, it is the intention of the Donor that grant recommendations from the Fund shall be made in accordance with the following:

- Grants from the Fund shall be made to I.R.C. Section 501(c)(3) organizations within the City of Cleveland, Ohio and Ohio political subdivisions to be used for the purpose of developing successful, evidence-informed and community-centered programs, interventions, and initiatives that serve Cleveland, Ohio residents.
- Grants should align with the City's multi-year comprehensive Violence Prevention Strategy.
- Grants should support areas, such as (i) mental health, (ii) employment and job readiness, (iii) education, (iii) evidence-informed and community-centered violence interruption strategies, (iv) reentry resources for returning citizens, their families, and loved ones; (v) youth development and out-of-school-time enrichment opportunities, (vi) survivors support resources, (vii) built environment including the arts, and culturally affirming and community building approaches to healing, and (viii) gender-based violence.
- Grants should be for violence prevention efforts to include, but not be limited to, (i) capital updates or other needs; (ii) staffing for direct services and strategic direction; (iii) supplementing existing programs, interventions, and initiatives; and (iv) piloting evidence-informed and community-centered programs with proven or promising results that are responsive to resident needs and interest.
- Grants are anticipated to be made to organizations and institutions invested in the City of Cleveland's violence prevention plan and in the aggregate estimated at \$500,000 annually.
- Grants should not be for (i) punitive enforcement strategies; (ii) policing equipment or tactics; (iii) sole/signal funding source without other sources of revenue or sustaining in-kind contributions; or (iv) proposals or projects that are not aligned with the City of Cleveland's violence prevention plan, or engaged with the city's growing violence prevention ecosystem.

Furthermore, the grant recommendations should include that the award letters will request the grantees to return any remaining unused portion of the grant dollars if (i) the grant dollars are not used within one (1) year of receipt, unless otherwise specified in the grant award letter; (ii) the majority of those served by the grant are not Cleveland, Ohio residents; or (iii) the grantee is no longer able to meet the core objectives outlined in the proposal in furtherance of the results aligning with the City of Cleveland's violence prevention plan.

SCHEDULE C

Preference for Investment Management. Donor prefers that the investment management for the Fund initially be handled as follows. If the Donor do not indicate a preference, the Foundation shall select a TCF Pool, an investment firm, or bank. [***Check One***]

In-house Investment Options:

- | | | |
|---|--|--|
| <input type="checkbox"/> TCF Flagship Pool | <input type="checkbox"/> TCF Growth Pool | <input type="checkbox"/> TCF Balanced Pool |
| <input type="checkbox"/> TCF Socially Responsible Investment Pool | <input type="checkbox"/> TCF Racial Equity Investment Pool | |

Firms and Banks:

- | | |
|---|---|
| <input type="checkbox"/> Baird Asset Management | <input type="checkbox"/> McDonald Partners |
| <input type="checkbox"/> BDS Financial Services | <input type="checkbox"/> Merrill Lynch |
| <input type="checkbox"/> Carnegie Investment Counsel | <input type="checkbox"/> PNC |
| <input type="checkbox"/> Clearstead Advisors, LLC | <input type="checkbox"/> Stratos Wealth |
| <input type="checkbox"/> Eton Financial Services | <input type="checkbox"/> UBS Financial Services |
| <input type="checkbox"/> Fairport Asset Management, LLC | <input type="checkbox"/> U.S. Bank, NA |
| <input type="checkbox"/> Glenmede Trust Co., NA | <input type="checkbox"/> Wells Fargo |
| <input type="checkbox"/> Huntington National Bank | <input type="checkbox"/> Winfield Associates |
| <input type="checkbox"/> JPMorgan Chase Bank, NA | <input type="checkbox"/> Other_____ |
| <input type="checkbox"/> KeyBank | |