**RESOLUTION**

ESTABLISHING A PERMANENT ENDOWMENT FUND COMMITTEE AND A PERMANENT ENDOWMENT FUND

ASBURY METHODIST CHURCH OF MAITLAND, FLORIDA, INC., aka ASBURY UNITED METHODIST CHURCH OF MAITLAND, FLORIDA

CHARGE CONFERENCE RESOLUTION

PERMANENT ENDOWMNET FUND COMMITTEE

AND PERMANENT ENDOWMENT FUND

**DESIGNATION OF FUND**

This Fund shall be known as the **Asbury Methodist Church of Maitland Permanent Endowment Fund**, hereinafter referred to in this document as “the Fund”.

The Fund and its administration will conform to all applicable laws and regulations, any applicable Federal laws and regulations including the provisions of the Internal Revenue Code, and *The Book of Discipline of the United Methodist Church*, particularly within the suggestions and guidelines of Paragraph 2534.

**PURPOSE OF THE FUND**

The Fund is established and shall be operated exclusively for religious, missionary, charitable, and financial benefit of Asbury Methodist Church of Maitland, Florida, Inc., hereafter referred to in this document as “the Church”.

The Fund is established to provide members, congregates, friends, and others the opportunity to create and make charitable gifts to the Church that will become and maintain a permanent endowment for financial support.

The Fund is intended for the benefit of the Church to support programs and other needs which are intended to further the mission and purpose of the Church, to and including, programs, ministries, missions, campus, and other appropriate for religious purposes.

Generally, all endowment gifts, approved and accepted pursuant to the separate “Gift Acceptance Policy” adopted herein, will generally be designated to the General Endowment Fund for maximum flexibility, to be used for needs, ministries, missions, or the furtherance of other religious purposes, including but not limited to, capital improvements, special needs, programs, property maintenance, to sustain the viability of the church.

Other “Designated Funds” may be established by the Endowment Committee after approval by the Laity Counsel and the Board of Trustees.

**ADMINISTRATION OF THE FUND**

No part of the Fund (neither principal nor income) shall be used or inure to the benefit of any member of the Permanent Endowment Fund Committee.

Notwithstanding any other provision hereof, this fund shall be used to conduct or carry on only those activities permitted to be conducted or carried on by an organization which is tax exempt or by an organization, donations to which are deductible from taxable income, pursuant to the provisions of the Internal Revenue Code and other applicable legislation and regulations as they exist or may hereafter be amended.

The Fund shall be administered by the Church Permanent Endowment Fund Committee (hereafter referred to as “the Committee”) under the authority granted to the Committee by the Charge Conference.

**THE PLANNED GIVING COMMITTEE, aka The Church Permanent Endowment Fund Committee**

The Committee shall be comprised of the following members:

1. The Senior Pastor (Non-voting member)
2. The Church Administrator
3. A representative nominated and elected by the Finance Committee
4. A representative nominated and elected by the Board of Trustees
5. A representative nominated and elected by the Laity Council
6. Three or five “at large members” of the Church nominated by the Laity Council and approved by the Trustees.

All members of the Permanent Endowment Fund Committee shall serve for a period of two (2) years or until their successors are duly appointed and approved.

The members of the Fund Committee shall be succeeded by members appointed or elected as provided above. Any interim vacancies may be filled by action of the Church/Laity Council.

The Chairperson of the Fund Committee shall be nominated by the Committee established above and elected by the Church Conference. The Committee shall elect a secretary and such other officers and appoint members to such subcommittees as it deems necessary, with defined duties.

Depending on the expertise within the Committee and at their sole discretion, the Fund Committee may appoint a Fund Administrator. The Fund Administrator shall have the responsibility of handling the daily activities associated with the Funds, i.e., correspondence, acknowledgements, receipts, deposits, disbursements, etc. To prevent conflicts of interests, it is recommended that the Fund Administrator neither be a member/congregate of the Church

nor have any personal or partnership relationships with any Fund Committee member.

The Fund Committee shall make a full report no less frequently than once a year to the Church, Finance Committee, Laity Council, and Trustees.

The Committee, in cooperation with the Finance Committee, shall ensure that an annual audit or review of the Endowment Fund (designated and undesignated) is performed.

The Committee shall act by a majority vote of the eligible voting members identified herein above; excepting amendments to this Resolution/Agreement which can only be amended or modified pursuant to the terms described and identified “Amendment of Permanent Endowment Fund Agreement” hereunder.

The term “majority” as used in this document is constituted by more than fifty (50) percent of the Committee Members present and voting at a duly called meeting. Any instrument required to be executed by this agreement (except amendments to this Resolution/Agreement described in “Amendment to Permanent Endowment Fund Agreement) shall be valid if executed in the name of the Fund by the Chairperson after a majority vote by the Fund Committee at a duly noticed meeting approving the proposed action. The vote shall be recorded when it is not unanimous. A copy of any resolution or action taken by the Committee, certified by any one of the Committee members, may be relied upon by any person or entity dealing with this Permanent Endowment Fund.

**INVESTMENT OF PERMANENT ENDOWMENT FUNDS**

The Fund’s investment objectives are:

1. Conservation of principal for the effective maintenance of purchasing power.
2. Regular income at a reasonable rate.
3. Investment of assets in institutions, companies, corporations, or funds approved by the permanent Endowment Fund Committee.

The Committee may elect to have all, or a portion of the funds, invested with the Florida United Methodist Foundation, as custodian of the assets received from the Fund. (The Florida United Methodist Foundation, through a Money Management Agreement with the Committee, will invest the Funds received).

Although Donors may designate otherwise, they will have the option to consider The Florida United Methodist Foundation as Trustee in the management of revocable or irrevocable Charitable Trusts established to benefit the Church.

An appropriate investment strategy for all the Fund’s assets will be determined by the Committee and primary custodian of funds assigned and entrusted. If the Committee accepts a “designated gift”, the specific purpose of such gift shall be stated to fulfill the wishes of the donor and be segregated to maintain such gifts for their stated purpose. If the value of the designated gift is less than $2,500, to reduce costs and expenses, the Committee reserves the right to assign or re-assign the gift into the General Endowment Fund, upon approval of the donor or the donor’s heirs or survivors. Earnings from each Designated gift shall be available for distribution by the Committee in a manner consistent with the designated category.

**CHANGES IN THE PRIMARY CUSTODIAN**

Any transfer of the Funds total assets from a custodian or Trustee to any other agency must be approved by the majority vote of the Fund Committee.

**GENERAL USE OF ASBURY METHODIST CHURCH OF MAITLAND, FLORIDA, INC. ENDOWMENT FUNDS INCOME AND APPRECIATED VALUE**

The objective of the **General Endowment Fund** is to generally conserve principal corpus and make use of only income or appreciated value. Expenditures of income or appreciated value from the General Endowment Fund are permitted and may be withdrawn and used for any Church purpose, including, but not limited to, special needs, missions, expenses, monthly financial obligations, payroll, education, purchases, repairs, provision of fringe benefits to Pastors and employees, equipment, and any other Church need identified and approved by a majority vote of the General Endowment Fund Committee.

The Committee’s acceptance of specifically **Designated Endowment gifts** will be used to fulfill the donor’s intentions as described and identified at the time of the gift or pursuant to any Gift Agreement. The income and any appreciated value of any “Committee accepted Designated Fund” or sub fund shall be distributed as the donor has directed and remains in conformity with this “Designated Endowment Funds” paragraph. The donor should agree and understand the corpus of a Designated gift may be completely exhausted in fulfillment of the donor’s wishes unless such total use of the corpus is specifically restricted in the gift or Gift Agreement. On occasions, as a pre-condition for acceptance of the **DESIGNATED ENDOWMENT gift,** the Fund Committee may request the donor permit the gift to be rolled into or combined with another existing sub fund to promote continuity of purpose, better fulfillment of the donor’s wishes and cost savings to the Church.

**LIMITATIONS ON USE OF PRINCIPAL**

If a critical and necessary capital improvement or any other monetary expense arises which is necessary to maintain the viability or survival of the Church, principal corpus may be withdrawn and expended from the **General Endowment Fund,** after approval by a three fourths (3/4) voteof the memberspresent and voting at duly called meetings of both the Endowment Fund Committee and the Church Charge Conference of Asbury Methodist Church of Maitland, Florida, Inc.

Additionally, If a critical and necessary capital improvement or another monetary expense arises which is necessary to maintain the viability or survival of the Church, principal corpus may be withdrawn and expended from any or all **Designated Endowment Gifts** (if such principal withdrawal is not specifically prohibited in the Gift Agreement), after approval by a three fourths (3/4) vote of the members present and voting at duly called meetings of both the Endowment Fund Committee and the Charge Conference of Asbury Methodist Church of Maitland, Florida, Inc.

**DISTRIBUTABLE INCOME AND APPRECIATED VALUE**

The Endowment Fund Committee, yearly, may distribute for possible use and expenditure, the net income earned on the investment, less capital gains and reasonable administrative expenses. Additionally, at each year’s end, the appreciated value of the General Endowment Fund shall be calculated and determined by comparing that value to the first of the year’s beginning Fund value; whereafter, if there exists a positive increase in appreciated value, the Fund Committee has the authority to authorize additional expenditures of such increased appreciated value for Church use, in whole or in part. Under no circumstances does the Fund Committee have the authority to spend appreciated value monies from the General Endowment Fund if no appreciated value is realized at the end of each year. The Fund Committee should endeavor to maintain the corpus value of the General Endowment Fund from year to year.

**GIFTS TO THE PERMANENT ENDOWMENT FUND**

A Gift Acceptance Policy document is included and adopted as part of this Agreement**. Donors are encouraged to make gifts to the General Endowment Fund to maximize the flexibility and use of such gifts for the Church.** Designated gifts, accepted and approved by the Fund Committee, will be assigned to a corresponding sub fund and used for the purposes outlined and identified by the gift or Gift Agreement.

A gift to the Fund that is accepted and not specifically designated will be placed in the General Endowment Fund for the discretionary use and expenditure by the Fund Committee for purposes of the Church.

The Fund Committee shall have the sole authority to accept or reject any and all gifts to the Fund in keeping with the authority granted by the Church Charge Conference.

All accepted gifts made to the Fund shall be subject to the terms and limitations set forth in this document.

**POWERS OF THE PERMANENT ENDOWMENT FUND COMMITTEE**

In the administration of the Fund, the Committee shall have the necessary authority to carry out the purpose of the Fund. No power or authority shall be exercised by the Committee in any manner or for any purposes whatsoever which may not be exercised by an organization which is tax exempt under the Internal Revenue Code or by an organization, donations to which are deductible from a donor’s taxable income to the extent allowed by the provisions of the Internal Revenue Code and other applicable legislation or regulations as they now exist or may hereafter be amended. The acquisition, ownership, sale, or transfer of any real or personal property must be consistent with The Book of Discipline of the United Methodist Church as amended from time to time.

The Committee shall have the powers and duties authorized by The Book of Discipline of The United Methodist Church and granted by this session and future sessions of the Church Charge Conference:

1. To receive and administer all bequests made to the local church; to receive and administer all trusts; to invest all trust funds of the local church in conformity with the laws of the city, county, state, country, or like political unit in which the church is located.
2. To emphasize the need for all adults of all ages to have a will and an estate plan; and to provide information on the preparation of these documents to members of the congregation.
3. To stress the opportunities for church members, friends, and constituents to make provisions for giving through United Methodist Churches, institutions, agencies, and causes by means of wills, annuities, trusts, life insurance, memorials, and various types of property.
4. To arrange for the dissemination of information that will be helpful in pre-retirement planning, including such considerations as establishing a living will and a living trust, and the need to designate someone to serve as a responsible advocate should independent decision making be lost (Durable Power of Attorney).
5. To update the Committee rules and regulations after each General Conference as needed.
6. Other responsibilities as determined by the Charge Conference.
7. To collect, receive, and receipt for the income, profits, rents, and proceeds of the Fund.
8. To purchase, subscribe for, retain, invest, and reinvest in securities or other property, wherever situated, whether productive or of a wasting of nature and without any requirement for diversification as to kind or amount. The intent is that the Funds investments shall be made independently by the Committee or their contracted manager. These may include investments in bonds, notes, or other securities of the Central Florida United Methodist Foundation. The terms “securities or other properties” as used in this document shall be deemed to include real or personal property, corporate shares, common or preferred stock, or any other interest in any corporation, association, investment trust or investment company, bonds, notes, mortgages, debentures, or other evidence of indebtedness or ownership, secured or unsecured.
9. To sell for cash or credit, convert, redeem, exchange for other securities or other property, or otherwise dispose of any securities or other property at any time held by the Committee.
10. To hold part or all the Fund uninvested; however, such uninvested Fund shall be deposited in an account with The Conference Methodist Foundation, Inc., or a federally insured commercial bank, savings bank, savings and loan association, or broker that is a member SIPC pursuant to specific authority of the Committee.
11. To employ suitable accountants, agents, legal counsel, and custodians, and to pay their reasonable expenses and compensations. Each separate Fund shall bear its pro rata share of such reasonable expenses.
12. Any other provisions of this agreement notwithstanding, the Committee shall not engage in any act of self-dealing as defined in the Internal Revenue Code; nor retain any excess business holdings as defined in the Internal Revenue Code; nor make any investments in such manner as to incur tax liability under the Internal Revenue Code; nor make any taxable expenditures as defined in the Internal Revenue Code or corresponding provisions of any subsequent Federal tax law.
13. The Committee shall determine all matters regarding management of the Fund, expenditures, acceptable gifts, and investment by a majority of vote present at a duly called meeting (except amendments discussed under “Amendment of Agreement”).

**BOND AND COMPENSATION**

No Committee Member shall be required to furnish any bond or surety. Each Committee Member shall serve without compensation for their services hereunder; however, expenses incurred by any Committee Member acting in an official capacity or role for the Fund, shall be reimbursed by the Fund. The Committee Member shall submit evidence of such incurred expenses before reimbursement. Accounting, receipts, deposits, and disbursements for all Permanent Endowment Funds shall be handled by the bonded designee(s) of the Church assigned.

**ACCOUNTING BY PERMANENT ENDOWMENT FUND COMMITTEE**

The Committee shall render an annual statement of their transactions regarding the Fund no later than the last day of the second month following the Fund year. At no time shall the amount of individual gifts nor the identity of owners to the Fund be published unless written permission to do so is obtained. The Church, or any member, or any donor to the Funds may file an objection to the accounting in writing within sixty (60) days of the date the accounting is rendered and published. In the absence of such objection, the Committee shall be released, relieved, and discharged with respect to all matters and things set forth in such accounting as though such accounting had been settled by judicial decree form a court of competent jurisdiction.

**LIABILITY OF THE PLANNED GIVING COMMITTEE**

No Committee Member shall be responsible for loss of investments made in good faith and in accordance with fiduciary standards in the state of Florida. No Committee Member shall be liable for the acts or omissions of any other Committee Member, or of any accountant, agent, legal counsel, or custodian selected with reasonable care. Each Committee Member shall be protected in acting upon any instrument, certificate, or paper believed by him/her to be genuine and to be signed or presented by proper person or persons. No Committee Member shall be under any duty to make any investigation or inquiry as to any statement obtained in such writing but may accept the same as conclusive evidence of the truth and accuracy of the statements therein contained. The Board of Trustees shall include the Committee as part of the Trustees indemnification insurance.

**MERGER, CONSOLIDATION, OR DISSOLUTION OF THE CHURCH**

If at any time the Church is lawfully merged, newly associated, or consolidated with any other Methodist church, all provisions hereof in respect to the Fund shall be deemed to have been made on behalf of the merged, newly associated, or consolidated church which shall be obligated to administer the same in all respects and in accordance with the terms hereto.

In the event Asbury, the Church, severs its connectional relationship with The United Methodist Church and disaffiliates from the denomination pursuant to Paragraphs 2553 and 2529.1(b)(3) of The Book of Discipline of the United Methodist Church (the “Discipline”) and Judicial Decision 1379 dated April 25, 2019, of the Judicial Counsel of the United Methodist Church, Asbury (the Church) shall retain ownership of all tangible and intangible property held by and for the Church. In that instance, the ownership of the Fund, including principal, accrued interest, and earnings shall be released from the provisions of Paragraph 2501.1 of the Discipline (the “Trust Clause”). If Asbury, the Church, severs its connection with the United Methodist Church without complying with the provisions of Paragraph 2553vand 2529.1(b)(3) of the Discipline, all tangible and intangible property in the Fund held by Asbury, including principal, accrued interest and earnings, shall remain subject to the Trust Clause and provisions of any written directions of the donor or other authorized persons acting on behalf of the Fund.

**AMENDMENT OF THE PERMANENT ENDOWMENT FUND AGREEMENT**

This Agreement may be amended or modified from time to time only with recommendation by a two-thirds (2/3) vote of the Committee Members present at a duly called meeting and voting and by a two-thirds (2/3) vote of a duly announced Charge Conference of the Church. No amendment or modification shall (1) alter the intention that the Fund be operated exclusively for religious and charitable purposes; (2) alter or eliminate the stated fund purposes found under purpose of the Fund herein; or (3) alter the intent of any donor concerning gifts to the Fund. Every amendment or modification of this Resolution shall be in writing and signed by the Committee who voted to approve same and by the Recording Secretary of the Charge Conference, the District Superintendent, and the Senior Pastor.

**SEVERABILITY**

If any provisions or application of any provisions of this Fund shall be held or deemed to be illegal, inoperative, or unenforceable, the same shall not affect any other provisions or any applications of any provisions herein contained or render the same invalid, inoperative, or unenforceable.

This Permanent Endowment Fund Agreement/Resolution was adopted this \_\_\_\_\_\_\_ day of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (month) \_\_\_\_\_\_\_\_\_\_\_\_(year) in a duly authorized Charge Conference of Asbury Methodist Church of Maitland, Florida, Inc., (the Church) meeting in Maitland, Florida, by a vote of \_\_\_\_\_\_\_\_\_\_\_\_\_ for, \_\_\_\_\_\_\_\_\_\_ against, and \_\_\_\_\_\_\_\_\_ abstained.

Sign and print below:

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Recording Secretary**

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**District Superintendent**

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**Senior Pastor**