



THE LAKE COUNTY
COMMUNITY FOUNDATION
Growing Philanthropy. Building Community.

EXHIBIT A

DESIGNATED NON-PERMANENT FUND AGREEMENT BETWEEN THE LAKE COUNTY COMMUNITY FOUNDATION AND THE LAKE COUNTY STATE'S ATTORNEY'S OFFICE

THIS AGREEMENT (the "Fund Agreement") is made and entered into as of November 11, 2024, by and between The Lake County Community Foundation (the "Community Foundation"), and the Lake County State's Attorney's Office ("Sponsored Organization").

RECITALS

WHEREAS, the Sponsored Organization and the Community Foundation entered into a Fiscal Sponsorship Agreement, pursuant to which the Community Foundation shall provide fiscal sponsorship services to the Sponsored Organization, including the formation and oversight of a designated non-permanent fund in the Community Foundation to fund projects related to Gun Violence Prevention Initiative (the "Community Project"); and

WHEREAS, the Community Foundation is an Illinois nonprofit corporation exempt from federal income taxes under Internal Revenue Code ("Code") section 501(c)(3), a public charity described in Code section 170(b)(1)(A)(vi), and an appropriate institution within which to establish such a designated non-permanent fund; and

WHEREAS, the Community Foundation is willing and able to hold and administer such a designated non-permanent fund, subject to the terms and conditions hereof and the Fiscal Sponsorship Agreement.

GENERAL PROVISIONS

NOW THEREFORE, the parties agree as follows:

1. GIFT AND/OR FUND DESIGNATION. As noted above, pursuant to a Fiscal Sponsorship Agreement between the Sponsored Organization and the Community Foundation, the Sponsored Organization wishes to establish a designated non-permanent fund to be known as the **Lake County Gun Violence Prevention Initiative Fund** (the "Fund"). Subject to the right of the Community Foundation to reject any particular gift, the Community Foundation may accept irrevocable gifts from the Sponsored Organization or from any other source to be added to the Fund, all subject to the provisions hereof. All gifts, bequests, and devises to this Fund shall be irrevocable once accepted by the Community Foundation.

2. PURPOSE. The purpose of the Fund shall be to further the charitable or other exempt purposes of the Community Project, Lake County Gun Violence Prevention Initiative, within the meaning of Code section 170(c)(1) or 170(c)(2)(B) and shall be consistent with the mission and purposes of the Community Foundation.



3. DISTRIBUTIONS. The ordinary income, capital appreciation (realized and unrealized), and principal (both historic dollar value and any principal contributions, accumulations, additions, or reinvestments) allocable to the Fund, net of the fees and expenses set forth in this Fund Agreement, may be committed, granted, or expended solely for purposes described in this Fund Agreement to make distributions in furtherance of exclusively charitable, educational, or other exempt purposes in connection with the Community Project. Distributions from the Fund will be approved by Tierra Lemon (as described in the Fiscal Sponsorship Agreement); provided, however, that all distributions shall be subject to the discretion and oversight of the Community Foundation. Tierra Lemon (or her respective family members) shall NOT be permitted to make a contribution or donation to the Fund.

If any gift to the Community Foundation for the Fund is accepted subject to conditions or restrictions as to the use of the gift or income therefrom, such conditions or restrictions will be honored, subject, however, to the authority of the Board to vary the terms of any gift if continued adherence to any condition or restriction is in the judgment of the Board unnecessary, incapable of fulfillment, or inconsistent with the charitable or other exempt purposes of the Community Foundation or the needs of the community served by the Community Foundation. No distribution shall be made from the Fund that may in the judgment of the Community Foundation jeopardize or be inconsistent with the Community Foundation's Code section 501(c)(3) status or result in the imposition of any excise tax, penalty, or other tax, fine, or assessment under the Code.

4. ADMINISTRATIVE PROVISIONS. Notwithstanding anything herein to the contrary, the Community Foundation shall hold and administer the Fund, and all contributions and assets allocable to the Fund, subject to the provisions of applicable law and the Community Foundation's Articles of Incorporation and Bylaws, as amended from time to time. The Board shall oversee distributions from the Fund and shall have all powers of modification and removal specified in United States Treasury Regulation section 1.170A-9(f)(11)(v)(B) or corresponding provisions of any subsequent federal tax laws. Upon request, the Board will provide Sponsored Organization a copy of any annual examination of the finances of the Community Foundation as reported by independent certified public accountants; provided, however that the Sponsored Organization provides contact information and updates such contact information, as applicable.

5. NOT A DONOR ADVISED FUND. Community Foundation has determined that the Fund is not a donor-advised fund within the meaning of IRC Section 4966(d)(2) as presently interpreted under application federal tax authorities and guidance.

6. CONDITIONS FOR ACCEPTANCE OF GIFTS. Sponsored Organization agrees and acknowledges that the establishment of the Fund is made in recognition of, and subject at all times to, applicable law and the terms and conditions of the Articles of Incorporation and Bylaws of the Community Foundation, as amended from time to time, and that the Fund shall at all times be subject to such terms and conditions, including, but not by way of limitation, provisions for:

- a. Presumption of a donor's (or the Sponsored Organization's) intent;
- b. Variance from the donor's (or the Sponsored Organization's) direction; and
- c. Amendments.

7. CONTINUITY OF THE FUND. The Fund shall continue so long as assets are available in the Fund and the purposes of the Fund can be served by its continuation. If the Fiscal Sponsorship Agreement or the Fund is terminated, the Community Foundation shall distribute the remaining assets in the Fund exclusively for charitable and other exempt purposes in accordance with Section 14 of the Fiscal Sponsorship Agreement.



8. NOT A SEPARATE TRUST. The Fund shall be a component part of the Community Foundation. All money and property in the Fund shall be held as general assets of the Community Foundation and not segregated as trust property of a separate trust.

9. ACCOUNTING. The receipts and disbursements of the Fund shall be accounted for separately and apart from those of other gifts to the Community Foundation.

10. INVESTMENT OF FUND ASSETS. The Community Foundation shall have all powers necessary, or in its judgment desirable, to carry out the purposes of the Fund including, but not limited to, the power to retain, invest, and reinvest the assets of the Fund and the power to commingle the assets of the Fund for investment purposes with those of other funds or the Community Foundation's general assets. **Funds may be invested in uninsured securities and are subject to investment risks that may result in loss of value; provided, however that the Community Foundation is not required to invest the assets in the Fund.**

11. COSTS OF THE FUND. It is understood and agreed that the Fund shall share a fair portion of the total investment and administrative costs and expenses of the Community Foundation. Those costs and expenses charged against the Fund shall be determined in accordance with the then current fee schedule identified by the Community Foundation as applicable to funds of this type, as such schedule may be amended by the Community Foundation from time to time (at the time of the execution of this Fund Agreement fees in the amount of 60 basis points (.6%) shall be assessed on the balance of the Fund, charged on a quarterly basis, with other details as written in the Community's Foundation's policies). Any costs and expenses incurred by the Community Foundation in accepting, transferring, or managing property donated to the Community Foundation for the Fund, including without limitation the Community Foundation's costs and expenses (including reasonable attorney's fees) of any claim or proceeding with respect to the Fund in which the Community Foundation is prevailing party, also shall be paid from the Fund. As described in the Fiscal Sponsorship Agreement, a 1% administrative fee shall be charged on all incoming gifts to the fund.

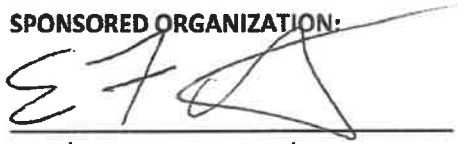


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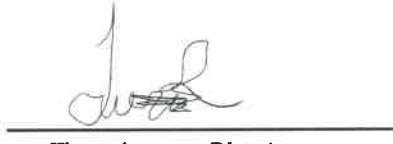
EXECUTION

IN WITNESS WHEREOF, Sponsored Organization and the Community Foundation, by a duly authorized officer, have executed this Fund Agreement as of the day and year first above written.

SPONSORED ORGANIZATION:

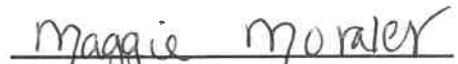


State's Attorney Eric Rinehart
Lake County State's Attorney



Tierra Lemon, Director
Gun Violence Prevention Initiative

THE LAKE COUNTY COMMUNITY FOUNDATION:



Maggie Morales, Executive Director