



## FISCAL SPONSORSHIP AGREEMENT

This Agreement is made between The Lake County Community Foundation (*Foundation*), as fiscal sponsor, and the Lake County State's Attorney's Office (*Sponsored Organization*).

### PURPOSE OF AGREEMENT

The Sponsored Organization has proposed that the Foundation sponsor a project (the "Project") to the Gun Violence Prevention Initiative. The Lake County Gun Violence Prevention Initiative (GVPI) partners with community and law enforcement to address the root causes of gun violence, and implement proven short-term and long-term strategies, to immediately interrupt cycles of gun violence. The mission of GVPI is to implement trauma-informed programs and foster collaborative efforts throughout Lake County that will reduce and prevent all types of gun violence by addressing the root causes.

The Foundation has determined that sponsorship of the Project would be consistent with the Foundation's goals, and wishes to make arrangements with the Sponsored Organization for the implementation and operation of the Project.

1. The Foundation hereby agrees to sponsor the Project and to assume administrative, financial, and legal responsibility for purposes of the requirements of funding organizations. The Sponsored Organization agrees to implement and operate the Project, in accordance with the terms of this agreement and with any requirements imposed by funding organizations.
2. The Project shall be operated in a manner consistent with the Foundation's tax-exempt status and as described in this agreement. No material changes in the purposes or activities of the Project shall be made without prior written permission of the Foundation and in accordance with any requirements imposed by funding organizations, nor shall the Sponsored Organization carry on activities or use funds in any way that jeopardizes the Foundation's tax-exempt status.
3. Nothing in this Agreement shall constitute the naming of the Sponsored Organization as an agent or legal representative of the Foundation for any purpose whatsoever except as specifically and to the extent set forth herein. This Agreement shall not be deemed to create any relationship of agency, partnership, or joint venture between the parties hereto, and Sponsored Organization shall make no such representation to anyone.
4. On behalf of the Sponsored Organization, the Foundation will establish and operate for the use of the Project a designated fund ("Fund") segregated on the Foundation's books. All amounts deposited into a Project's Fund will be used in its support, less administrative charges and subject to the conditions set forth below. The Project shall use grants from the Fund solely for the charitable and educational expenses of the Project and shall repay to the Foundation any portion of amounts granted from the Fund which are not used for the Project. Any changes in the purposes for which grant funds are spent must be approved in writing by the Foundation before implementation.
5. The Sponsored Organization may solicit gifts, contributions and grants to the Foundation, earmarked for the Fund for this Project. The Sponsored Organization's choice of funding sources



- to be approached and the text of Sponsored Organization's fundraising and marketing materials are subject to the Foundation's prior written approval. All grant agreements, pledges, or other commitments with funding sources to support the Project via the Fund shall be executed by the Foundation. The Sponsored Organization will provide all information and prepare all reports, including interim and final reports, required by funding organizations, with the Foundation's final approval. The cost of any reports or other compliance measures required by such funding sources shall be borne by the Sponsored Organization.
6. The Sponsored Organization designates **Tierra Lemon** to act as authorizing official(s) for the Project. The authorizing official(s) shall act as principal coordinator of the Project's daily business with the Foundation, and shall have authority to sign disbursement requests. The Sponsored organization's authorizing officials should have decision-making authority for the project and must be approved in advance by the Foundation.
  7. The Foundation and Sponsored Organization will maintain all financial records relating to the Project according to generally accepted accounting principles, retain records as long as required by law, and make records available to auditors as required by law.
  8. The Foundation and the Sponsored Organization will reflect the activities of the Project, to the extent required, on their state and federal government tax returns and financial reports. All deposits shall be treated as gifts/non-gifts as appropriate and disbursements/payments made, to or on behalf of the Sponsored Organization must be to accomplish the purposes of the Project. The Sponsored Organization will provide the Foundation with proper documentation to accomplish this.
  9. Project Fund is not to be used in any attempt to influence legislation within the meaning of Internal Revenue Code (IRC) Section 501(c)(3). No agreement, oral or written, to that effect has been made between the Fiscal Sponsor and the Sponsored Organization.
  10. Project shall not use any portion of the funds granted to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, nor to take any other action inconsistent with IRC Section 501(c)(3).
  11. In consideration of the Foundation's agreement to sponsor the Project, and to cover the Foundation's expenses in connection with the Project as outlined above, the Project will pay the fees, charges, and expenses as outlined here. Fee of 1% on all incoming gifts, plus the fund administrative fees as described in the Fund Agreement.
  12. The Fund created to support this Project is a component fund of the Foundation and its assets are assets of the Foundation. The Fund is subject to the Foundation's governing instruments including the Foundation's power to modify any restriction or condition on the distribution of funds for any specified charitable purposes or to specified charitable purposes or to specified organizations if in the sole judgment of the governing body (without the necessity of the approval of any



- participating trustee, custodian, or agent), such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community or area served.
13. Sponsored Organization hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Foundation, its officers, directors, trustees, employees and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorneys' fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of the Sponsored Organization, its employees or agents, in applying for or accepting the grant, in expending or applying the funds furnished pursuant to the grant or in carrying out the program or project to be funded or financed by the grant, except to the extent that such claims, liabilities, losses or expenses arise from or in connection with any act or omission of the Foundation, its officers, directors, trustees, employees or agents.
  14. This agreement will be subject to review twelve months from the date of the signed agreement. This Agreement shall terminate when Sponsor determines that the objectives of the Project can no longer reasonably be accomplished by the Foundation. If the objectives of the Project can still be accomplished but either the Community Group or the Foundation desires to terminate Foundation's fiscal sponsorship of the Project, the following understandings shall apply. Either the Foundation or the Community Group may terminate this Agreement on 30 (thirty) days' written notice to the other party, so long as another nonprofit organization acceptable to both parties (a "Successor") is found that is tax-exempt under IRC Section 501(c)(3), is not classified as a private foundation under Section 509(a) and is willing and able to sponsor the Community Project. The Successor must have charitable purposes compatible with the purposes of the Project and the financial and administrative capacity to competently manage the Project. The balance of assets in the Fund, together with any other tangible and intangible assets held and liabilities incurred by the Foundation in connection with the Project shall be transferred to the Successor at the end of the notice period or any extension thereof, subject to the approval of any third parties that may be required. If the Project has formed a new organization qualified to be a Successor as set forth in this Paragraph, such organization shall be eligible to receive all such assets and liabilities so long as it has received a determination letter from the Internal Revenue Service, indicating that such qualifications have been met, no later than the end of the notice period or any extension thereof. If no Successor acceptable to both parties is found within a reasonable time, the Foundation may dispose of the Project assets and liabilities in any manner consistent with applicable tax and charitable trust laws. Either party may terminate this Agreement, based upon a material breach of the Agreement by the other party, by giving ten (10) days written notice to the other party, and any Project assets and liabilities shall be disposed of at the end of the notice period in a manner consistent with the provisions stated above in this Paragraph.
  15. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois applicable to agreements made and to be performed entirely within such State.



**THE LAKE COUNTY  
COMMUNITY FOUNDATION**  
Growing Philanthropy. Building Community.

16. This Agreement constitutes the only agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. All Exhibits hereto are a material part of this Agreement and are incorporated by reference; provided, however, that if there are any inconsistencies between this Agreement and the Fund Agreement attached hereto as Exhibit A, the terms of this Agreement shall govern. This Agreement, including any Exhibits hereto, may not be amended or modified, except in a writing signed by both parties to this Agreement. Each provision of this Agreement shall be separately enforceable, and the invalidity of one provision shall not affect the validity or enforceability of any other provision. The failure of Sponsor to exercise any of its rights under this Agreement shall not be deemed a waiver of such rights.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the 19 day of December 2024.

**Accepted by The Lake County Community Foundation (Fiscal Sponsor):**

Maggie Morales  
Signature

12/19/24  
Date

Maggie Morales  
Name

**For the Lake County State's Attorney's Office (Sponsored Organization):**

Eric F Rinehart  
Signature

12-18-24  
Date

Eric F Rinehart  
Name