



OAK PARK-RIVER FOREST Community Foundation

FISCAL SPONSORSHIP AGREEMENT

This agreement, entered into this 30th of December 2019, between **Oak Park - River Forest Community Foundation**, an Illinois not-for-profit corporation, exempt from federal tax under Internal Revenue Code Section 501(c)(3), of 1049 Lake St # 204, Oak Park, Illinois 60301, (the "FOUNDATION") and **Oak Park Township**, an Illinois governmental entity, of 105 South Oak Park Avenue (the "TOWNSHIP"). The FOUNDATION and TOWNSHIP are sometimes referred to collectively herein as "Parties" and each is sometimes referred to individually herein as a "Party."

WHEREAS, the TOWNSHIP has developed, or is developing, certain programs (the "Programs") as further described on Schedule A, attached hereto and made a part hereof; and

WHEREAS, the TOWNSHIP desires that the FOUNDATION serve as Fiscal Sponsor for the Programs; and

WHEREAS, the FOUNDATION has determined that Fiscal Sponsorship of the Programs will further the FOUNDATION's tax-exempt purposes; and

WHEREAS, the FOUNDATION wishes to act as Fiscal Sponsor for the Programs; and

WHEREAS, the FOUNDATION and the TOWNSHIP wish to memorialize their agreement in writing;

NOW, THEREFORE, in consideration of the agreements, representations and warranties contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The FOUNDATION hereby agrees to sponsor the Programs and to assume administrative, programmatic, and financial responsibility for purposes of the requirements of funding organizations. The TOWNSHIP agrees to implement and operate the Programs, in accordance with the terms of this agreement and with any requirements imposed by funding organizations.
2. The Programs shall not, and the Township shall not permit the Programs to, attempt to influence legislation or participate or intervene in any political campaign on behalf (or in opposition to) any candidate for public office or otherwise engage in

the carrying on of propaganda (within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986).

3. The TOWNSHIP will provide the FOUNDATION with quarterly reports describing programming and services of each Program in accordance with the following schedule:

March 31

June 30

September 30

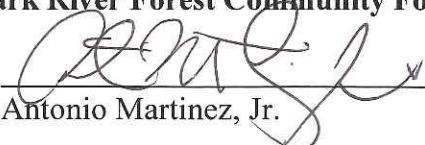
December 31
4. The TOWNSHIP will provide all information and prepare all reports, including interim and final reports, required by funding organizations, with the FOUNDATION's assistance and final approval.
5. On behalf of the TOWNSHIP, the FOUNDATION will establish and operate for the use of Programs a sub-account on the FOUNDATION's books for each Program ("Account"). All amounts deposited into a Program's Account will be used in its support, less administrative charges, if any, and subject to the conditions set forth below.
6. The FOUNDATION will disburse funds from the Account in the following manner:
 - a. As requested in writing by the TOWNSHIP on its official letterhead and only as authorized by this agreement.
 - b. Disbursements will be restricted to the support and implementation only of the Program for which a grant was received.
7. The TOWNSHIP has designated the Township Manager to act as authorizing official. The authorizing official shall act as principal coordinator of the Programs' daily business with the FOUNDATION, and shall have authority to sign disbursement requests.
8. The FOUNDATION and TOWNSHIP will maintain all financial records relating to the Programs according to generally accepted accounting principles, retain records as long as required by law, and make records available to auditors as required by law.
9. The FOUNDATION and TOWNSHIP will reflect the activities of the Programs, to the extent required, on their state and federal government tax returns and financial reports. All disbursements from an Account shall be treated as payments made to or on behalf of the TOWNSHIP to accomplish the purposes of the Programs. The

TOWNSHIP will provide the FOUNDATION with proper documentation to accomplish this, including furnishing the FOUNDATION with the TOWNSHIP's Federal Employer Identification Number.

10. In consideration of the Foundation agreement to sponsor the Programs, and to cover the Foundation's expenses in connection with the Programs as outlined above, the Foundation initially will be paid three percent of each grant or gift received upon receipt. The fee may be re-negotiated from time to time.
11. This agreement will be subject to review annually and will terminate if any of the following events occur:
 - a. The FOUNDATION requests the TOWNSHIP to cease activities of the Programs that it deems might jeopardize its tax-exempt status and the Program fails to comply within a period of ten (10) days;
 - b. The TOWNSHIP fails to perform or observe any other covenant of this agreement, and this failure remains unremedied fifteen (15) days after notice in writing;
 - c. Upon expiration of four weeks after either the TOWNSHIP or the FOUNDATION has given written notice of its intent to terminate the agreement.
12. In the event this Agreement is terminated, the FOUNDATION and TOWNSHIP will comply with any termination conditions imposed by funding organizations.

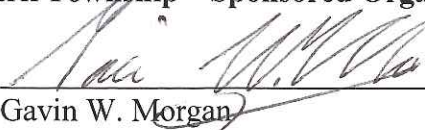
IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date set forth above:

Oak Park River Forest Community Foundation – Fiscal Sponsor

By: 
Antonio Martinez, Jr.

Its: President & CEO

Oak Park Township – Sponsored Organization

By: 
Gavin W. Morgan

Its: Township Manager