

## DESIGNATED CHARITABLE FUND AGREEMENT

**THIS AGREEMENT** made and entered into on \_\_\_\_\_, \_\_\_\_\_, by and between **ILLINOIS LIBRARY ASSOCIATION ("ILA")** and \_\_\_\_\_ ("**LIBRARY**").

### WITNESSETH:

**WHEREAS, Library**, a unit of local government under Illinois Law, in furtherance of its charitable and educational purposes, deems it to be in its best interest to create a charitable fund to aid in carrying out its work; and

**WHEREAS, ILA** is a non-profit Illinois corporation exempt from taxation pursuant to Section 170(b)(1)(A)(vi) of the Internal Revenue Code, qualified as a 501 (c)(3) exempt organization, and an appropriate institution within which to establish such charitable fund; and

**WHEREAS, ILA** is willing and able to create such a fund as a Charitable Fund subject to the terms and conditions hereof;

**NOW THEREFORE**, the parties agree as follows:

### 1. NAME OF THE FUND

There is hereby established within **ILA**, and as a part thereof, a fund designated as:

\_\_\_\_\_ ("**Library Name Fund**") to receive cash gifts.

### 2. PURPOSES

The primary purpose of the **Fund** shall be to provide support to **Library** to carry out its role and mission as described by Illinois Library statutes.

### 3. GIFTS

Any person, whether corporation, trust, estate or organization (hereinafter referred to as "Donor") may make a gift to ILA for the purposes of the Fund by a transfer to ILA of property acceptable to ILA. All gifts to the Fund shall be irrevocable and subject to the terms and conditions hereof. ILA will only be accepting checks, not materials, as gifts. Checks should be made payable to "Illinois Library Association".

### 4. CONDITIONS FOR ACCEPTANCE OF FUNDS

Donors agree and acknowledge that the establishment of the Fund is made in recognition of; and subject to, the terms and conditions of the Articles of Incorporation and By-Laws of ILA as from time to time amended, and such administrative procedures as shall be adopted from time to time by the Board of Directors of ILA.

It is not necessary for the Fund to be used for donations from individuals to libraries. Those can go directly to the Library, be receipted by the Library, and are tax deductible by the individual donor. The only gifts that must involve the Fund are those from corporations that require a 501(c)(3) receipt.

## **5. ADMINISTRATIVE PROVISIONS**

Notwithstanding anything herein to the contrary, ILA shall hold the Fund, and all contributions to the Fund, pursuant to the terms of the Illinois Not-For-Profit Corporation Act. The Board of Directors of ILA shall monitor the distribution of the Fund, and shall have all powers of modification or removal, specified in U.S. Treasury Regulation Section 1.170A-9(e)(11)(v)(B).

## **6. EXPENSES OF THE FUND**

Any expenses related to the administration of the Fund shall be deducted from the Fund, subject to prior approval of Library. All libraries will be assessed a processing fee as follows:

Total Donations per calendar year	Annual Fee
\$1-\$999	\$50
\$1,000-\$4,999	\$100
\$5,000 or above	\$300

The fee will be assessed at the end of the calendar year. The library must be an Institutional Member of ILA during the year in which this service is being used.

To check on the status of your ILA Institutional Membership or to join, please contact ILA Membership.

## **7. INVESTMENT OF FUNDS**

ILA shall have all powers necessary, or in its sole discretion desirable, to carry out the purposes of the Fund, including, but not limited to, the power to retain, invest and reinvest the Fund in any manner as authorized by the laws of the State of Illinois and the power to co-mingle the assets of the Fund with those of other funds for investment purposes.

## **8. DISTRIBUTION**

Any gifts made to the Fund, and earnings thereon if any, shall be distributed to Library to be expended for, or in furtherance of, the purposes of the Fund. If any gifts to ILA for the purposes of the Fund are received and accepted subject to a Donor's restrictions as to the use of income or principal, said restrictions will be honored, subject, however to the authority of ILA's Board of Directors to vary the terms of any gift if continued adherence to any restriction is impractical, impossible, or unlawful.

## **9. FUND TERMINATION**

The Fund shall continue so long as assets are available in the Fund and the purposes of the Fund can, in the opinion of the Board of Directors of ILA, be served by its continuation. If the Fund is terminated for the above reasons, ILA shall devote any remaining assets in the Fund exclusively for charitable purposes that:

(a) are within the scope of the charitable purposes of ILA's Articles of Incorporation;

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(b) most nearly approximate, in the good faith opinion of the Board of Directors of ILA, to the original purpose of the Fund; and

(c) benefit the Library.

## 10. ACCOUNTING

This Fund shall be accounted for separately and apart from other gifts to ILA.

## 11. INDEMNIFICATION

Library shall indemnify ILA and its directors, officers, and employees, if named as a party, or threatened to be named as a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, arising out of the acceptance of gifts and administration of the Fund, against expenses (including attorneys fees), judgments, fines, and amounts paid in settlement, actually and reasonable incurred, if ILA or such person acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interests of ILA and the Fund.

## 12. NOTICES

Any notices, distributions or other contact shall be by First Class United States Mail, properly addressed and postage prepaid, to the following addresses:

**To Library:**

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**To :**

**C/O Illinois Library Association**

33 West Grand Ave. Suite 401

Chicago, IL 60654

Phone# 312-644-1896

Email Address: [ila@ila.org](mailto:ila@ila.org)

## 13. ENTIRE AGREEMENT

This is the entire agreement of the parties and any other terms and conditions are hereby deemed to be merged into this agreement.

## 14. APPLICABLE LAW

This agreement shall be construed under the laws of the State of Illinois and is the entire agreement of the parties.

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**15. BINDING EFFECT**

This agreement shall be binding upon the parties, their heirs, successors, assigns and personal representatives.

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**LIBRARY NAME**

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**AUTHORIZED SIGNATORY NAME AND TITLE**

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**SIGNATURE** **DATE**

**ILLINOIS LIBRARY ASSOCIATION:**

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**AUTHORIZED SIGNATORY NAME AND TITLE**

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**SIGNATURE** **DATE**

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