



HR1368

LRB100 24546 ALS 43875 r

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HOUSE RESOLUTION

2 WHEREAS, According to its website, the Abraham Lincoln
3 Presidential Library Foundation (the "Foundation") was
4 incorporated in 2000 as a not-for-profit organization to
5 "assist with private sector fundraising initiatives during the
6 planning, construction and implementation phases related to
7 the establishment of the Abraham Lincoln Presidential Library
8 and Museum in Springfield, Illinois"; and

9 WHEREAS, The Abraham Lincoln Presidential Library and
10 Museum Act (20 ILCS 3475/15) provides that the Abraham Lincoln
11 Presidential Library and Museum (the "Agency") and the
12 Foundation shall "mutually co-operate to maximize resources
13 available to the Abraham Lincoln Presidential Library and
14 Museum and to support, sustain, and provide educational
15 programs and collections at the Abraham Lincoln Presidential
16 Library and Museum"; and

17 WHEREAS, The Act (20 ILCS 3475/15) further provides that
18 "[a]ny membership fees collected by the Abraham Lincoln
19 Presidential Library Foundation may be used to support the
20 Abraham Lincoln Presidential Library and Museum programs or
21 collections at the Foundation's discretion"; and

22 WHEREAS, The Act (20 ILCS 3475/20) also provides that to

1 facilitate communication and cooperation between the Agency
2 and the Foundation, "the Foundation CEO shall serve as a
3 non-voting, ex officio member of the Board" of the Agency; and

4 WHEREAS, The Amended and Restated Memorandum of
5 Understanding of the Cooperative Agreement by and Between the
6 Illinois Historic Preservation Agency (as predecessor to the
7 Abraham Lincoln Presidential Library and Museum) and the
8 Abraham Lincoln Presidential Library Foundation outlines the
9 general responsibilities of each party; and

10 WHEREAS, Under the agreement, the Agency authorizes the
11 Foundation to operate a store and restaurant, to select and
12 price merchandise for the store, and to use net income from
13 operating the store and restaurant for a variety of purposes,
14 one of which is to support the Abraham Lincoln Presidential
15 Library and Museum; and

16 WHEREAS, The agreement requires the Foundation to provide
17 the Agency with monthly reports that contain information
18 related to the income and expenses of the store and restaurant
19 within 30 days of the close of each month and to provide its
20 annual audited financial statements within 14 days of receipt
21 from the Foundation's auditors; and

22 WHEREAS, The agreement authorizes the Agency to inspect the

1 Foundation's books and records, but the Agency is not allowed
2 to make copies of those books and records and is required to
3 make efforts to keep certain information on a confidential and
4 need-to-know only basis; and

5 WHEREAS, The Agreement expires on January 31, 2019 and may
6 be renewed every two years with mutual agreement of the
7 parties; and

8 WHEREAS, According to published reports, the Foundation
9 has outstanding loans and is seeking State support for payment
10 of its debt; therefore, be it

11 RESOLVED, BY THE HOUSE OF REPRESENTATIVES OF THE ONE
12 HUNDREDTH GENERAL ASSEMBLY OF THE STATE OF ILLINOIS, that the
13 Auditor General is directed to conduct a management audit of
14 the relationship between the Abraham Lincoln Presidential
15 Library and Museum (the "Agency") and the Abraham Lincoln
16 Presidential Library Foundation (the "Foundation"); and be it
17 further

18 RESOLVED, That the audit include, but not be limited to,
19 the following determinations: (1) The type and amount of direct
20 and indirect support provided by the Agency to the Foundation,
21 (2) The type and amount of direct and indirect support provided
22 by the Foundation to the Agency, (3) The revenues and

1 expenditures related to the Foundation's operation of the store
2 and restaurant, (4) The extent to which the Agency has
3 monitored its agreement with the Foundation and whether
4 required reports are being submitted in a timely manner, (5)
5 Any other actions taken by the Agency to oversee the Foundation
6 to ensure that the purpose of the relationship is being
7 fulfilled to the fullest extent possible, and (6) Whether the
8 Foundation has received any other State moneys from any other
9 State agency and, if so, the amount and purpose of those funds;
10 and be it further

11 RESOLVED, That the audit shall include completed fiscal
12 years of the Agency's and Foundation's operations, since its
13 inception, with specific emphasis on any debt obligation; and
14 be it further

15 RESOLVED, That where necessary, the term "agency" shall
16 include predecessor agencies and the term "support" shall
17 include, but not be limited to, grants, contracts, leases,
18 concessions, and admission and event fees; and be it further

19 RESOLVED, That the Agency and any other entity that may
20 have relevant information pertaining to this audit cooperate
21 fully and promptly with the Auditor General's Office in the
22 conduct of this audit; and be it further

1 RESOLVED, That the Auditor General commence this audit as
2 soon as possible and report his findings and recommendations
3 upon completion to the Legislative Audit Commission, the
4 Governor, and all members of the General Assembly.