# A GRANT AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND COMMUNITY ADULT DAY CENTER

WHEREAS, the County of DuPage ("County") is a body corporate and politic; and

WHEREAS, COMMUNITY ADULT DAY CENTER ("Agency") is a 501(c)(3) organization created under the Internal Revenue Code, and

WHEREAS, the County has established the Member Initiative Program which permits members of the County Board to advance items which benefit their district and assigns certain amounts of public funds for those purposes; and

WHEREAS, the County's funding for each Agency is not a donation and must be used to perform certain services or functions within the County's statutory authority to perform; and

WHEREAS, the County and the Agency are hereafter sometimes referred to as the "Party" and collectively referred to herein as "the Parties"; and

WHEREAS, the Parties have prepared this Agreement to govern the distribution of the grant funds identified above.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

- 1. **Purpose of the Agreement**. The Purpose of this Agreement is to define the project for which grant funds are to be used and provide funding for eligible expenses.
- 2. **Recitals**. The recitals to this Agreement are incorporated as though set forth fully herein.
- 3. **Term.** This Agreement shall remain in effect through December 31, 2025. Sections 5, 6, 7, 8, 9, 10, 11, and 12 of this Agreement shall remain in effect indefinitely and shall survive the termination of this Agreement.
- 4. **Project Description.** Agency shall receive sixteen thousand dollars (\$16,000) from the County. Agency shall undertake the following project or activities described in the Proposal attached hereto as Exhibit A.
- 5. **Termination, Breach**. This Agreement may be terminated upon thirty (30) days' notice to the other Party with the written consent of the other Party. All terms of this Agreement shall be considered material terms and therefore all breaches shall be deemed material breaches. In the event of a breach of this Agreement by any Party, the non-breaching Party shall provide the breaching Party with written notice of the breach and shall provide a period of not less than thirty (30) days to cure said breach.
- 6. **Venue, Applicable Law**. The exclusive venue for disputes arising from this Agreement shall be the 18<sup>th</sup> Judicial Circuit Court, sitting in Wheaton, Illinois. This Agreement shall be governed by the laws of the State of Illinois.
- 7. **Payment**. The County agrees to pay the Agency sixteen thousand dollars (\$16,000.00). Payment is contingent upon: (1) compliance with County rules and regulations; (2) Accounts Payable review by Finance Staff and County Audit Staff including providing

- sufficient invoicing and proof of purchase; and (3) completion of a fully executed Agreement. Payments shall be made in the form of reimbursement and upon invoice from Agency. Payments for eligible expenses authorized under this Agreement shall be made within thirty (30) days of receipt of completed invoices and proof of purchase.
- 8. **Assignment.** Neither Party shall assign performance under this Agreement, nor shall either Party transfer any right or obligation under this Agreement without the express written approval of the County.
- 9. **Amendment.** Any amendment to the terms of this Agreement must be in writing and will not by effective until it has been executed and approved by the same Parties who approved and executed the original Agreement or their successors in office.
- 10. **Waiver.** If the County fails to enforce any provision of this Agreement, that failure does not waive said provision or the County's right to enforce it.
- 11. **Sole Agreement.** This Agreement contains all negotiations between the County and Agency. No other understanding regarding this grant Agreement, whether written or oral, may be used to bind either Party.
- 12. **Liability**. The Agency agrees to indemnify, save, and hold the County, its officers, agents and employees, harmless from any claims or causes of action, including attorney's fees incurred by the County, arising from the performance of this Agreement by the Agency, its officers, agents or employees. This clause will not be construed to bar any legal remedies the Agency may have for the County's failure to fulfill any of the County's obligations under this Agreement. Notwithstanding any provisions of this Agreement to the contrary, indemnification under Section 13 of this Agreement shall be limited to the Agency's allocation, less any amount unspent pursuant to Section 9 of this Agreement.

COUNTY OF DUPAGE	COMMUNITY ADULT DAY CENTER
Deborah Conroy	
Chair, DuPage County	
ATTEST:	
Jean Kaczmarek,	

County Clerk



## MEMBER INITIATIVE PROGRAM APPLICATION - Please complete all sections for submission

**SECTION I Organization Information** 

Organization	Community Adult Day Center (CADC)
Contact Person	Susan Sinderson
Address	4501 Main Street
City	Downers Grove
Phone Number	630-968-1060
Email	ssinderson@cadcdg.org

**SECTION II Project Description** 

Project Title	Grant to close FY 2025 budget deficit in general operating expenses
Cost of the Project	Community Adult Day Center is seeking a grant of \$16,000.
Brief Description of the Scope of Initiative	Due to inflation, the increasing costs of everyday goods and services have resulted in a budget shortfall of approximately \$20,000 at CADC. Despite our significant fundraising efforts, we are still facing a gap of about \$16,000. While we've raised membership fees for those attending the Center, this solution has its limits, as the cost of providing services surpasses what many older adults can afford to contribute. One example of rising costs impacting us is the price of food for the hot lunch we serve to our members. For many of those we serve, the most nutritious meal of their day is the one provided at our Center.
Desired Outcomes	Funding to close our budget gap for FY 2025.  All CADC members and their families would benefit from this program. The number of CADC members and their families fluctuates from day to day as we are a transitional program, a middle ground between the home and full-time care in a memory care, nursing home or hospital setting.  We endeavor to serve as many people as we are able to depending on their cognitive and physical abilities and our available space. Typically, we have space for up to 25 members
	per day. Most members do not attend daily and our total number of members served is roughly 50 people per week. The number of family members in caregiver families generally runs from 2-4 people per household bringing our impact range from 100-200

people per week. Our impact on caregivers is critical as providing daytime care for loved ones allows them not only the opportunity to continue working but also provides much needed respite.

In 2024, we served 25 different suburbs, the overwhelming majority (15) of which are located in DuPage County with Downers Grove being the town with the most people served.

#### Benefits to DuPage County Residents:

Providing care for those with dementia not only enriches the lives of individuals but also strengthens the entire community in several ways: By focusing on dementia-friendly activities, communities can raise awareness about the condition. This fosters understanding and empathy, helping reduce stigma and creating a more inclusive environment for those affected.

Providing daytime care for those living with dementia can lessen the demand on healthcare facilities and services, allowing community resources to be allocated more effectively. This can lead to economic benefits, as families are able to maintain care at home for a longer period. By prioritizing Center and at-home care for individuals with dementia, communities can cultivate a more inclusive, supportive, and resilient environment that benefits everyone.

#### **SECTION III Signature**

Member Name	Paula Deacon Garcia
District	2
Signature	

### **SECTION IV Supplemental Documents**

Please attach the following (if applicable)

- Letters of Engagement from all involved organizations
- Vendor Ethics Disclosures
- Bid Documents
- Proof of Good Standing with IL Secretary of State for all partner organizations
- Tax Documents (such as W-9 forms, where applicable)