

A GRANT AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND THE
CONSERVATION FOUNDATION

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

WHEREAS, The Conservation Foundation ("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 November 30, 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. Funds shall be expended prior to November 30, 2025.
4. **Project Description.** Agency shall receive twelve thousand dollars (\$12,000.00) from the County. Agency shall undertake the following project or activities described in the Proposal attached hereto as Exhibit A. To distinguish this agreement from prior grant agreements, the funds for hiring of student interns to develop job skills related to urban agriculture.
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 18th 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 twelve thousand dollars (\$12,000.00). 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. All funds shall be expended not later than November 30, 2025.

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 be 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 12 of this Agreement shall be limited to the Agency's allocation, less any amount unspent.

COUNTY OF DUPAGE

THE CONSERVATION FOUNDATION

Deborah Conroy
Chair, DuPage County



Executive Director

ATTEST:

Jean Kaczmarek,
County Clerk



DuPage County
Office of the County Board
421 North County Farm Road
Wheaton, Illinois 60187-3978

MEMBER INITIATIVE PROGRAM APPLICATION - Please complete all sections for submission

SECTION I Organization Information

| | |
|----------------|--------------------------------------|
| Organization | The Conservation Foundation |
| Contact Person | Kathleen Kenny |
| Address | 10 S 404 Knoch Knolls |
| City | Naperville |
| Phone Number | 630 458-4500 |
| Email | kkenny@theconservationfoundation.org |

SECTION II Project Description

| | |
|--|---|
| Project Title | Summer work-based experiential learning internship for Agriculture, Food, & Natural Resources |
| Cost of the Project | \$12,000 |
| Brief Description of the Scope of Initiative | Paid summer work experience at The Conservation Foundation for Glenbard HS Dist 87 students interested in Agriculture, Food and Natural Resources and/or Environmental Science. Activities include weeding, planting, harvesting, washing/packing/bunching, facilitating pickups for Farm Share program, marketing, social media, communications, ecological restoration and others. Students would work 3 days per week for 8 weeks. 2-3 times over the summer the Agroecology Educator at The Conservation Foundation and a District 87 teacher will meet with students to formulate big picture connections that tie course content to work experiences. |
| Desired Outcomes | By using school year curriculum-based educational materials this program seeks to use real world work experience to increase awareness of future careers in urban agriculture, food supply, and natural resources. |

SECTION III Signature

| | |
|-------------|-------------|
| Member Name | Member Ozog |
| District | 4 |
| 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)

We save land.



We save rivers.

April 23, 2025

DuPage County Board
421 N. County Farm Road
Wheaton, IL 60187

Dear Members of the DuPage County Board,

The Conservation Foundation would like to formally request \$12,000 to fund a Summer Work-Study program at the McDonald Farm, specifically designed for Future Farmers of America students from the Glenbard High Schools.

This program will provide a paid summer work experience at The Conservation Foundation for Glenbard HS District 87 students interested in Agriculture, Food and Natural Resources and/or Environmental Science. Activities include weeding, planting, harvesting, washing/packing/bunching, facilitating pickups for Farm Share program, marketing, social media, communications, ecological restoration and others. Students would work 3 days per week for 8 weeks. 2-3 times over the summer the Agroecology Educator at The Conservation Foundation and a District 87 teacher will meet with students to formulate big picture connections that tie course content to work experiences.

By using school year curriculum-based educational materials this program seeks to use real world work experience to increase awareness of future careers in urban agriculture, food supply, and natural resources.

Students will be employed as interns by The Conservation Foundation and will report to the Farm Manager.

Sincerely,

Jennifer Hammer
Vice President of Land and Watershed Programs





GLENBARD TOWNSHIP HIGH SCHOOL DISTRICT #87

596 Crescent Boulevard, Glen Ellyn, IL 60137-4297, (630) 469-9100, www.glenbard87.org

April 17, 2025

DuPage County Board
421 N. County Farm Road
Wheaton, IL 60187

Dear Members of the DuPage County Board,

On behalf of Glenbard High School District 87, I am writing to formally request your support in the amount of **\$12,000** to fund **The Conservation Foundation's Summer Work-Study Program** at McDonald Farm, specifically designed for students from the Glenbard high schools.

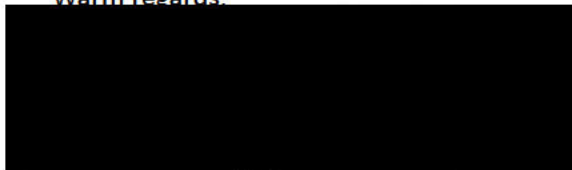
This program offers a unique hands-on opportunity for local youth to gain valuable work experience in sustainable agriculture, environmental stewardship, and conservation practices. Students will work directly on our working organic farm, learning not only practical skills but also fostering a deeper understanding of environmental responsibility and community engagement.

The requested funding will directly support student stipends, supervision, program materials, and safety equipment necessary to ensure a safe and enriching experience. Our goal is to make this opportunity accessible to all interested students, regardless of their financial background, and to inspire the next generation of environmental leaders in DuPage County.

We believe this initiative aligns closely with the County's mission to support youth development, education, workforce readiness, and sustainable practices within our communities.

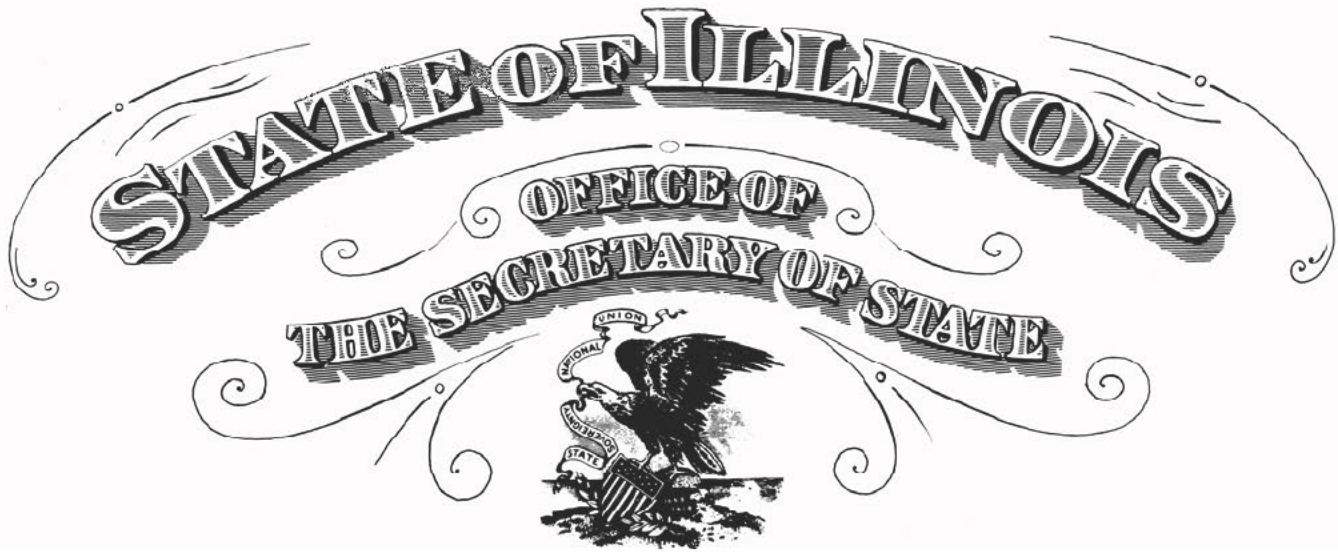
Thank you for considering this request. We would be honored to partner with DuPage County in providing meaningful summer employment and learning opportunities to local students. I am happy to provide any additional information or documentation needed and would welcome the opportunity to discuss this proposal further.

Warm regards,



Michael Fumagalli
Assistant Director of Teaching and Learning
Glenbard High School District 87

WHERE EXCELLENCE IS TRADITION



To all to whom these Presents Shall Come, Greeting:

I, Alexi Giannoulis, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

THE CONSERVATION FOUNDATION, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON OCTOBER 19, 1971, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE GENERAL NOT FOR PROFIT CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 16TH day of SEPTEMBER A.D. 2024 .



Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: _____

Bid/Contract/PO #: _____

| | |
|---|--|
| Company Name: The Conservation Foundation | Company Contact: Brook McDonald |
| Contact Phone: 630 428-4500, ext 112 | Contact Email: bmcDonald@theconservationfoundation.org |

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☐ **NONE (check here) - If no contributions have been made**

| Recipient | Donor | Description (e.g. cash, type of item, in-kind services, etc.) | Amount/Value | Date Made |
|-------------|--------------|---|--------------|--------------|
| Saba Heider | Amy Phillips | cash donation | \$50.00 | Sep 23, 2024 |
| Lucy Evans | Amy Phillips | cash donation | \$100.00 | May 7, 2024 |

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

☐ **NONE (check here) - If no contacts have been made**

| Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid | Telephone | Email |
|--|-----------------------|---------------------------------------|
| Sheryl Fasone | 630 428-4500, ext 154 | sfasone@theconservationfoundation.org |
| Jennifer Hammer | 630 428-4500, ext 114 | jhammer@theconservationfoundation.org |

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:

<http://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge

Authorized Signature

Printed Name

Brook McDonald

Title

President/CEO

Date

April 22, 2025

Attach additional sheets if necessary. Sign each sheet and number each page. Page _____ of _____ (total number of pages)