A GRANT AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND SCARCE

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

WHEREAS, SCARCE ("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 six-thousand nine-hundred forty-seven dollars and twenty-five cents (\$6,947.25) 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 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 six-thousand nine-hundred forty-seven dollars and twenty-five cents (\$6,947.25). 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 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 12 of this Agreement shall be limited to the Agency's allocation, less any amount unspent.

COUNTY OF DUPAGE	SCARCE,
Deborah Conroy	Kay McKeen,
Chair, DuPage County	Executive Director
ATTEST:	
Jean Kaczmarek,	
County Clerk	



MEMBER INITIATIVE PROGRAM APPLICATION - Please complete all sections for submission

SECTION I Organization Information

Organization	SCARCE		
Contact Person	Kay McKeen		
Address	800 S. Rohlwing Rd.		
City	Addison		
Phone Number	6305459710		
Email	kay@scarce.org		

SECTION II Project Description

Project Title	recycle containers for smoke detectors		
Cost of the Project	\$6947.25		
Brief Description of the Scope of Initiative	Reduce hazardous materials from landfills, build awareness about the proper disposal of Smoke Detectors.		
Desired Outcomes	DuPage County residents will be able to bring Smoke Detectors to recycling Extravaganzas or drop them off at SCARCE. Reducing hazardous waste from landfills and protecting our water from these isotopes for centuries to come.		

SECTION III 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)



July 3, 2025

Sheila Rutledge
DuPage County Board Member & Chair of the Environmental Committee
421 North County Farm Road
Wheaton. IL 60187

Dear Member Rutledge,

Thank you for inviting SCARCE to submit an application for the 2025 Member Initiative Grant Program.

The grant would be used to purchase a free standing reusable banner (printed on both sides) to promote the collection of unwanted, used smoke detectors at recycling extravaganzas in DuPage County.

The grant will also fund 2 collection bins, shipping, de-manufacturing, recycling and final safe storage of the toxic materials in the Smoke Detectors. There is a small amount of radioactive material known as Americium 241 in most residential smoke detectors. Americium 241 has a half-life of 432 years. After 432 years the Americium 241 decays into Neptunium 237 which has a half-life of 2.14 million years.

This project builds awareness and educates residents on the need for proper disposal of smoke detectors and helps keep radioactive material out of our landfills.

SCARCE has worked with both of the companies, Blooming Color in Lombard and Curie Environmental Services in New Mexico, for many years.

We are attaching the forms requested as well as the quotes from the companies we will be working with.

Thanks again for this opportunity to help residents protect our future from this very toxic, long lived isotope.

P: 630-545-9710

E: info@scarce.org

Sincerely,

Kay McKeen, SCARCE Founder and Executive Director Beverly Jaszczurowski, SCARCE COO



Cart

② × "CuriePackSM Radioactive Smoke Alarm Recycling Kit, 28 gallon (~155 Alarms)" have been added to your cart.
 Continue shopping

	Product	Price	Quantity	Subtotal
×	CuriePack SM Radioactive Smoke Alarm Recycling Kit, 28 gallon (~155 Alarms)	\$1,465.00	2	\$2,930.00
			UP	DATE CART

Cart totals

Subtotal	\$2,930.00
Shipping	Shipping Included Shipping options will be updated during checkout. Calculate shipping
EAF (Environmental Assessment Fee)	\$439.50
Total	\$3,369.50



Blooming Color 230 Eisenhower Lane North Lombard, IL 60148 Phone: 630.705.9200 www.bloomingcolor.com

Invoice # 295918

Date: 9/30/24 Customer PO:

Customer ID: 4749

Beverly Jaszczurowski SCARCE 800 S Rohlwing Rd Addison IL 60101

Quantity	Description	Amount
2	SCARCE Large Format - Mesh sign for outdoor Banner, 34 x 94.125 White Duratex Mesh Banner - 8oz , digitally printed on 1 side	\$ 297.25



DuPage County Finance Department Procurement Division 421 North County Farm Road Room 3-400 Wheaton, Illinois 60187-3978

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	SCARCE
CONTACT PERSON:	Kay McKe
CONTACT EMAIL:	kay@scarce.org

Section II: Procurement Ordinance Requirements

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, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. 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.

Has the Bidder made contributions as described above?
☐ Yes
☑ No
If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

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.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☐ Yes

√I No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

Section III: Violations

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 and supplemental disclosure is required. The Bidder agrees 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 of the County's Ethics Ordinance is available at:

Ethics | DuPage Co, IL

The full text of the County's Procurement Ordinance is available at:

ARTICLE VI. - PROCUREMENT | Code of Ordinances | DuPage County, IL | Municode Library

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Kay McKeen	Signature: _
Title: Executive Director & Founder	Date: July 3, 2025



To all to whom these Presents Shall Come, Greeting:

I, Alexi Giannoulias, 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

SCARCE, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON SEPTEMBER 22, 1993, 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 3RD

day of JULY A.D. 2025

Authentication #: 2518401082 verifiable until 07/03/2026 Authenticate at: https://www.ilsos.gov

