

AGREEMENT BETWEEN THE DUPAGE COUNTY HEALTH DEPARTMENT

AND

Kiwanis Club of Wheaton

THIS AGREEMENT is entered into this 1st day of December, 2013, between the DuPage County Health Department, FORWARD Initiative, (hereinafter "Department") with offices at 111 North County Farm Road, Wheaton, Illinois 60187 and Kiwanis Club of Wheaton (hereinafter "Grantee").

WHEREAS, the Illinois General Assembly has granted the Department authority to enter into agreements for the purpose of securing outside services (55 ILCS 5/5 5-25013); and

WHEREAS, the Department has a legitimate business to work, through partnerships, towards the development of a system to create sustainable changes to reverse the obesity trend among at risk populations in DuPage County; and

NOW, THEREFORE, the parties do hereby mutually covenant, promise and agree as follows:

**ARTICLE I: SCOPE OF SERVICES**

- 1.1 The Grantee shall provide data and outcome measures to support a project that identifies systems, policy and/or environmental changes for specific populations or communities as identified in Exhibit A.
- 1.2 The Grantee shall exhibit at an upcoming FORWARD Coalition Meeting in the fall of 2014.
- 1.3 Use of 5-4-3-2-1 Go!® by Grantee must include the registered trademark symbol and use the following attribution statement: "This message was created by the Consortium to Lower Obesity in Chicago Children (CLOCC). 5-4-3-2-1 Go!® is a registered trademark and Copyright © 2004 Ann & Robert H. Lurie Children's Hospital of Chicago. All rights reserved. [www.clocc.net](http://www.clocc.net)
- 1.4 All promotional and written materials to be used by Grantee must be reviewed by Department within 48 hours prior to use.

**ARTICLE II: TERM AND TERMINATION OF AGREEMENT**

2.1 Contract Term

This AGREEMENT will be effective December 1, 2013 through June 30, 2014. If Grantee is unable to complete the project as identified in Exhibit A by June 30, 2014, funds paid out in accordance with this Agreement will be returned to the Department.

### **ARTICLE III: COMPENSATION**

- 3.1 Department agrees to provide funding as identified in Exhibit A to the Grantee in order to create sustainable changes to reverse the obesity trend among at risk populations in DuPage County.

The Grantee agrees to and shall submit its invoice for services as identified in Exhibit A at the execution of agreement. The Department agrees to compensate for services provided upon receipt of a completed and approved invoice in accordance with the Illinois Prompt Payment Act.

### **ARTICLE IV: LIABILITY AND RISK MANAGEMENT**

4.1 Indemnification

Grantee shall indemnify, defend, and hold harmless the Department and its officials, officers, agents, servants, and employees from any and all claims, suits, actions, costs, and fees arising from, growing out of, or connected with allegations of the negligent performance of this AGREEMENT or tortuous acts by Grantee, however, Grantee will not be responsible for any claim arising out of Department, or its independent acts of negligence. Nothing contained herein shall be construed as prohibiting the Department, its officials, officers, agents, and employees, from defending through the selection and use of their own agents, attorneys and experts any claims, suits, demands, proceedings and actions against them.

4.2 Survival of Indemnification

The indemnification described above shall not be limited by reason of the enumeration of any insurance coverage herein provided, and it shall survive the termination of this AGREEMENT.

### **ARTICLE V: MISCELLANEOUS**

5.1 Independent Contractor Status

Department and Grantee expressly acknowledge that Grantee is an "independent contractor," and nothing in this AGREEMENT is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the Department to exercise control or direction over the manner or method by which Grantee performs hereunder.

5.2 Assignment

Grantee shall not assign this AGREEMENT to any other corporation, agency, or

contractor without the express written consent of the Department. Department and Grantee each binds itself, its successors, assigns and legal representatives to the other party hereto and to its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

### 5.3 Notice

All notices or other written communications required or permitted to be given under this AGREEMENT shall be deemed to have been duly given if delivered personally in hand, or, sent certified U.S. mail, return receipt requested, postage prepaid on the date posted, and addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

- a. If to Department: DuPage County Health Department  
111 North County Farm Road  
Wheaton, IL 60187  
Attn: Maureen McHugh, Executive Director
  
- b. If to Grantee: Sarah O'Donnell  
Kiwanis Club of Wheaton  
102 E. Wesley Street  
Wheaton, IL 60187

### 5.4 Governing Law

This AGREEMENT and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of Illinois.

### 5.5 Entire Agreement

This AGREEMENT constitutes the entire Agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. No modification or amendment to this AGREEMENT shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

### 5.6 Waiver of Breach

The waiver by either party of a breach or violation of any provision of this AGREEMENT shall neither operate as, nor be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

### 5.7 Severability

In the event any provision of this AGREEMENT is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this

AGREEMENT, which shall remain in full force and effect and be enforceable in accordance with its terms.

5.8 Conflict of Interest


The Grantee covenants that he has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of Grantee's services under this AGREEMENT.

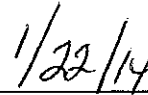
5.9 Compliance with State and Other Laws

The Grantee shall comply with Federal, State, DuPage County and local statutes, ordinances and regulations in performance of services under this AGREEMENT

**IN WITNESS WHEREOF**, the parties have set their hands hereto as of the day and year first above written.

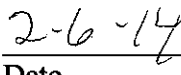
By:

  
\_\_\_\_\_  
DuPage County Health Department  
Maureen McHugh  
Executive Director

  
\_\_\_\_\_  
Date

By:

  
\_\_\_\_\_  
Kiwanis Club of Wheaton

  
\_\_\_\_\_  
Date

# FORWARD 2013 Get In The Action Mini Grant Application

Please submit the completed application form by 3:30 PM CDT on October 7th, 2013.

**CAUTION:** This application cannot be saved before submission. Please do not navigate away from or close this page before submitting. We recommend compiling your answers in a Word document and copying them to the online form to ensure that you do not lose your information.

The application will be scored on a scale of 0-125, with 125 being the highest possible score. Each question's point value is indicated in the application. To view the Scoring Criteria, click [here](#). Please read the [Application Guidelines](#) prior to completing the grant application. We also encourage you to view the [webinar](#) (linked in the application guidelines) prior to completing this application. If you have any questions, please e-mail them to [forward@dupagehealth.org](mailto:forward@dupagehealth.org). All questions must be submitted by Friday, September, 27th at 3:30 p.m. Answers to questions will be posted to [www.dupagehealth.org/forward/minigrantFAQ](http://www.dupagehealth.org/forward/minigrantFAQ) and will be updated daily.

You should receive notification on your grant status by October 21st, 2013. If awarded, a contract will be issued and should be signed and returned, along with an invoice for payment, within 30 calendar days.

## I. Demographic Information

Name of Organization:	<input type="text" value="Kiwanis Club of Wheaton"/>
Type of Organization:	<input type="text" value="Non-Profit (501c3)"/> <input type="text"/>
City:	<input type="text" value="Wheaton"/>
State:	<input type="text" value="Illinois"/>
Zip Code:	<input type="text" value="60187"/>
Project Contact Name:	<input type="text" value="Sarah A. O'Donnell, CPRP"/>

Project Contact's Job Title:

Director of Development

Primary Phone:

630-210-2875

E-mail:

sodonnell@wheatonparks.org

Project Name:

Sensory Garden Playground - Phase II  
Accessible Swing Installation

DuPage County municipalities your project will serve:

The DuPage Sensory Garden  
Playground serves all children and  
families in and out of DuPage County.

Application Date:

10/07/13

## **II. Project Overview (25 points)**

Provide a general statement explaining the scope and purpose of the project. Please note: this description may be published if your project is funded.

Project Summary

Kiwanis Club of Wheaton is seeking funding from FORWARD DuPage to include accessible swings at the Sensory Garden Playground located in DuPage County during Phase II of the project.

Please select any and all of the following strategies that the project will address.

## Strategies

- Making physical activity an integral and routine part of life
- Creating food and beverage environments that ensure that healthy food and beverage options are the routine, easy choice
- Transforming messages about physical activity and nutrition

These strategies are adapted from the relevant recommendations in the Institute of Medicine's Report, "Accelerating Progress in Obesity Prevention" from May 2012.

Select all strategies you will use to implement your project.

Strategies

- Policy
- System
- Environmental

Please describe the policy, systems, and/or environmental (PSE) change you will affect as part of this project. (25 points)

Description of PSE change

<p>System</p> <p>The Sensory Garden Playground is a first of its kind in the community that will provide equal physical fitness opportunities for everyone, including those who have sensory integration disorders, Autism, and/or other special needs.</p> <p>Environmental</p> <p>The installation of accessible playground swings will provide children with special needs the equal opportunity to be physically active in the outdoors alongside their peers.</p>
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[Click here for more information on Policy, Systems, and Environmental Change.](#)

[Social Ecological Model illustrates Policy, Systems, and Environmental Change.](#)

[Examples of Policy, Systems, and Environmental Change Across Sectors.](#)

### **III. Project Budget (10 points)**

Total cost of the project

\$398,350.00



Total funds to be secured  
from other sources (if  
applicable)

\$393,350.00

Amount requested from  
FORWARD (not to exceed  
\$5,000)

\$5,000.00

Please attach a budget for your project using the provided budget template. (10 points)

Attachment

#### **IV. Detailed Project Description (80 points)**

Provide a detailed description of your project.

Project Description

Kiwanis Club of Wheaton has partnered with a number of organizations from the DuPage County community, including FORWARD DuPage for the development of the Sensory Garden Playground Danada Park South. The Sensory Garden Playground is the first-ever, strategically designed area of play encompassing sensory integration and universally accessible playground features where all people can gather to play, build, and improve their foundations in social, academic, physical, communication, and processing skills while immersed in a journey using their senses and abilities.

Boasting a multi-dimensional scope in providing leisure, educational, and therapeutic opportunities, the Sensory Garden Playground is a completely accessible, free of charge, public facility highlighting a transitional entrance area with interactive, sensory-engaging artwork; a wheelchair-friendly tree house; a centralized gathering space; multiple age-appropriate play spaces and play equipment; a fragrance garden filled with vegetables and herbs; a sound garden tuned to the soothing pentatonic scale; and a water sensory play area. In addition to these areas, the scope of this project also calls for a future accessible ball field to be constructed that would allow both youth and adults the opportunity to play ball!

The facility is being developed in four Phases with Phase I presently under construction and includes a Fragrance Garden, Sound Garden, Art Walk, Central Gathering Area, Playground for 2-5 Year Olds, and Adult Exercise Stations. Within the scope of Phase I, FORWARD DuPage awarded funding for the development of raised plant beds within the Fragrance Garden area.

As the project moves into the development of Phase II, Kiwanis Club of Wheaton is seeking funding for the installation of accessible playground swings so that all children

have an equal and inclusive opportunity to enjoy the experience of soaring through the air while improving their muscle tone and partaking in physical activity.

Please describe the target audience for this project:

Intended Audience

The primary target audience for the Sensory Garden Playground – Phase II – Accessible Swing Installation is young families with children, and more specifically young families with children who have special needs.

How will you work with those populations who are at highest risk for obesity? Provide details on how this project will work with low-income, African American, and/or Latino populations. (15 points)

At-Risk Populations

The Sensory Garden Playground will be a free amenity for the public to use year-round - removing the financial barrier for those who have low-income. Furthermore, Western DuPage Special Recreation Association will be providing special program days on-site at the Sensory Garden Playground inviting children from the community to play together side-by-side in free activities that encourages physical fitness and healthy well-being. Activities will incorporate various components of the Sensory Garden Playground including the swings that are a part of Phase II.

What is the expected number of people you intend to reach by June 30, 2014 (15 points)

Expected Impact

According to the CDC, one in every 88 children is diagnosed with Autism and 20% of Americans have some form of a disability. In DuPage County, over 2,000 families have a child with Autism in their household and may find themselves without a safe place to be physically active. It is anticipated that the Sensory Garden will not only serve these 2,000 families, but it also has the capacity of reaching over two million people within a 60-minute commute of the facility. And, due to the scope of offerings at the facility and proximity to local hoteliers, it has the potential to become a destination facility for those looking for a place to exercise and enjoy the outdoors that have a child or a family member with a disability.

How will you incorporate the evidence-based 5-4-3-2-1 Go! message into your project? (15 points)

Use of 5-4-3-2-1 Go!

The scheduled program days at the Sensory Garden Playground will be an ideal opportunity to engage the public with the 5-4-3-2-1 Go! message. Posters and other printed materials from FORWARD DuPage that incorporates the 5-4-3-2-1 Go! message will be made available on-site during program days at the Sensory Garden. Also a link on the Sensory Garden Playground website to FORWARD DuPage's 5-4-3-2-1 Go! message will be uploaded and occasional messaging using the 5-4-3-2-1 Go! evidence will be shared on the Sensory Garden Playground's Facebook page.

Research behind the development of 5-4-3-2-1 Go!

Please attach a work plan for your project using the provided work plan template. Please note: Project must be completed by June 30, 2014 (20 points)

Attachment

2013 Forward Workplan - Kiwanis Club.doc

Click here to see a sample work plan.

If applicable, how will you collaborate with partners to complete this project?

Explanation of Collaboration

Kiwanis Club of Wheaton has presently secured collaborative partnerships with FORWARD DuPage, Wheaton Park District, Western DuPage Special Recreation Association, Forest Preserve District of DuPage County, Shane's Inspiration, Landscape Structures, and with a number of public and private philanthropic donors to complete this project.

These organizations are kept apprised of project status through regular monthly meetings, social media, email, and website updates.

How do you plan to sustain your project after June 30, 2014? (15 points)

#### Project Sustainability

As with all phases of the project, Wheaton Park District will maintain its commitment to providing scheduled and routine inspection, maintenance, and care of the equipment and grounds at the Sensory Garden Playground. In addition to the professional care for the facility by the District and in an effort to get people engaged and active at the park, scheduled community work days for cleaning up the facility will continue to exist beyond 2014. These are excellent opportunities for people and businesses within the community to donate sweat equity through weeding, mulching, and other gardening activities; become aware of the project; and engage with others in healthy lifestyle choices at the Sensory Garden Playground.

[Click here for a sustainability tool to use when evaluating your project.](#)

#### **V. Organizational Capacity (10 points)**

Briefly describe your organization, its history, and its capacity to manage this grant effort, including the qualifications of personnel that will be directly involved in the management of this project. (3,000 character limit) (10 points)

#### Organization History

Kiwanis Club of Wheaton is a dynamic, cross-section of volunteer leaders from business and civic groups dedicated to changing the world one child and one community at a time. Annually, KCW strategically aligns itself with up to 50 service projects and exclusively utilizes donated funds to successfully complete each endeavor.

In 2001, KCW observed its fiftieth anniversary and began efforts in building support and funding for a Safety City. The facility was completed and opened exclusively using assistance and funding from resources pulled together by KCW through various fundraising methods. Today, the Safety City still continues to be a key program in town where ALL children can learn skills to be safe in and around the community.

Through the support of key partners such as Wheaton Park District, Western DuPage

Special Recreation Association, Forest Preserve District of DuPage County, private philanthropic donors, and other clubs/organizations in DuPage County, Kiwanis Club of Wheaton will be able to maintain its commitment to completing the Sensory Garden Playground and making "Play Accessible for All!"

Together these clubs/organizations with Kiwanis Club of Wheaton have successfully secured over \$400,000 in grants and private donations to complete Phase I construction and begin funding for Phase II. Awarded grants have included The DuPage Community Foundation, Rotary Club International, Landscape Structures, and Shane's Inspiration.

### **Applicant Certification**

Applicant certifies that they have read and fully understand the guidelines that govern the FORWARD 2013 Mini Grant program. Applicant further certifies that all information furnished in/with this application is true and complete to the best of their knowledge and belief. If any information provided herein changes following the submission of this application, Applicant agrees to notify FORWARD, via [forward@dupagehealth.org](mailto:forward@dupagehealth.org), immediately. Applicant acknowledges that FORWARD may verify any information contained in/with this application, and submission of this application shall constitute Applicant's authorization for FORWARD to complete such verification as it deems necessary to determine the accuracy of this application and its suitability for funding. Applicant understands and agrees that if false information is provided in/with this application, which has the effect of increasing Applicant's advantage, the applicant may be disqualified and deemed ineligible to receive any funds in the future. Applicant understands that FORWARD retains the right to reject any and all applications, and, in its sole determination, to waive minor irregularities. Applicant acknowledges by submission of this application that any such determination will be made with the fullest discretion allowable by law. Applicant will at all times indemnify and hold harmless FORWARD and the DuPage County Health Department against all losses, costs, damages, expenses, and liabilities of any nature directly or indirectly resulting from, arising out of, or relating to the acceptance, consideration, approval, or disapproval of this application and issuance or non-issuance of funds herewith. Applicant further certifies that they do not discriminate on the basis of race, religion, color, sexual orientation, gender, age, handicap or national origin; and that they are duly authorized to cause this document to be executed.

Please Check:  I have read the above statement and agree with the guidelines.

Typed Signature:

Today's Date:

Please check each box to ensure you have completed all required portions of the application.

- Answered all questions in the application
- Uploaded budget using the template provided
- Uploaded work plan using the template provided
- Signed my application

Applicants are responsible for properly completing all required application materials. Incomplete applications will not be considered. Please submit the application by **3:30 PM CST on Tuesday, October 1, 2013.**

**After you have successfully submitted this application, you will be taken to a confirmation screen. You will also receive a confirmation e-mail. If, after pressing "submit", you are not taken to a confirmation screen, please check to ensure that you have answered all sections of this form, and try again.**





## Get In The Action Mini Grant Work Plan Template and Progress Report

Grant applicants must complete the first three columns of this work plan. All objectives should be specific, measurable, attainable, relevant, and time-sensitive (SMART). For example, "By March 30, 2014, complete XX number of educational events to enroll individuals." Activities should describe specific tasks needed to complete each objective.

Project Name: DuPage Sensory Garden Playground – Phase II – Accessible Swing Installation  
 Organization Name: Kiwanis Club of Wheaton

**Objective 1: Design, build, and provide Illinois' first accessible outdoor recreation facility in DuPage County and be a leader in meeting the growing and varying needs of diverse populations and abilities.**

<b>Tasks</b> (Key activities or strategies you will use, and the TIMELINE of when activities will take place.)	<b>Expected Outcome(s)</b> (What are your target results, ie # of people impacted, # of events, quantifiable results of your activities, etc.)	<b>How Outcome(s) Will Be Measured</b> (How do you intend to track your progress? Please tell us what information you will be collecting, how you will collect it and when you will collect it.)	<b>Actual Results</b> <b>November-February</b> (Please note: the actual results you have achieved. If you did not reach your anticipated targets, please tell us why the targets were not met.)
<b>November 2013-May 2014</b>  Develop a knowledgeable committee with an adept understanding of delivering quality, safe, and barrier-free play opportunities for all ages.	Secure approximately six to ten individuals from the community who can steer Phase II of the project.	Monthly meetings and regular meeting reports will be made available for inspection for final report.	
Work with experts to design, build, and provide resources to complete the project	Wheaton Park District Staff will develop a specifications packet, if applicable, for the construction and installation of equipment in Phase II.	The specifications packet will be made available for the final report.	
Secure funding for completion of Phase II	Raise a total of \$398,350 to complete Phase II of the Sensory Garden Playground through a variety of fundraising techniques (i.e. grant writing, fundraiser events, private donations, etc.).	Total raised dollars. Monthly meetings will be held with the Sensory Garden Playground Committee to discuss progress of fundraiser events, grant status, and other financial progress for Phase II. The records for these meetings will be made available for the final report.	
Obtain proper permits for installation of	Secure appropriate permits and approval for the	A copy of any necessary permits will be	

Please add more tables if your project will accomplish more than 2 objectives. Add more rows if you have more than 3 tasks per time period.



## Get In The Action Mini Grant Work Plan Template and Progress Report

equipment	construction of Phase II.	included with the final report.	
Order equipment	Secure an appropriate vendor for the purchase of accessible high-back swings and 5-12 year old playground equipment.	The invoice for equipment ordered will be included with the final report.	
Prepare and clear the land for installation of equipment and gardens.	Identify dates for volunteer work days to help prepare the land for installation.	Photos of activities during volunteer work days will be included in the final report.	
<b>June 2014 – Fall 2014 (depending on weather and permitting)</b>			
Install equipment and ensure safe and accessible surfacing.	Complete playground inspection by certified playground inspector to ensure safety of facility.	Inspection records will be made available upon request at the Wheaton Park District for the installation of the equipment in Phase II.	

**Objective 2:** Support local and national initiatives to lower childhood obesity and encourage healthy, active lifestyle choices by using a myriad of playground equipment and areas to encourage visitors to bounce, climb, soar, run, skip, hop, jump, walk, roll, and most important move and be active. These opportunities will ultimately encourage whole well-being in each individual by increasing their self-confidence, allowing for therapeutic growth, and further development of internalization skills.

<b>November 2013-May 2014</b>			
Establish dates for 2014 on-site program days.	Secure dates for at least four play days in 2014 using Phase I areas and then Phase II components (when ready).	List of dates for community play days will be submitted with final reports.	
	Develop curriculum for on-site program days at the Sensory Garden.	Curriculum will be submitted with final report.	
<b>June 2014 – Fall 2014 (depending on weather and permitting)</b>			
Upon completion of installed equipment for Phase II, play days will be implemented.	The accessible playground equipment will allow for all abilities to partake in activities in a public environment and better respect one another's differences and competencies.	Members from the Sensory Garden Committee will develop criterion for collecting random samples of stay time at the facility and activity level. The data will be taken periodically, recorded, and made available upon request.	

Please add more tables if your project will accomplish more than 2 objectives. Add more rows if you have more than 3 tasks per time period.



## Get In The Action Mini Grant Line Item Budget

Please provide a written justification for each item, including a description of how the proposed expenditure helps meet the goals of the grant project.

Item	Total Proposed Project Budget	Funds from Other Sources (including In-Kind and Donations)	FORWARD Grant Request
Signage	\$20,000	\$20,000	\$0
5-12 Play Area	\$250,000	\$250,000	\$0
Sitework	\$6,400	\$6,400	\$0
Surfacing	\$109,950	\$109,950	\$0
Swings	\$12,000	\$7,000	\$5,000
<b>Total Expenses</b>	<b>\$398,350</b>	<b>\$393,350</b>	<b>\$5,000</b>

**\* Please describe each line item in this narrative section (Be sure to explain any additional resources being applied for this project including in-kind sources and matching funds):**

Phase II of the Sensory Garden Playground project includes the installation of a park playground area for children 5-12 years of age as well as accessible swings for children with special needs. To date, Kiwanis Club of Wheaton and the other partners on this project have raised over \$400,000 to fund Phase I and begin funding for Phase II of the project. These funds were raised within one year and the construction for Phase I began in early Fall 2013. The funds from "other sources" are still being secured from other philanthropic partners and grantees for Phase II. Upon the completion of each Phase of the four phase project, Wheaton Park District will oversee the maintenance and care of the facility and equipment. The anticipated expenses for Wheaton Park District Staff is not demonstrated in the above budget, but it will be accommodated for in the District's general operating budget.

Gateway Signage	1	\$20,000.00	\$20,000.00
		SubTotal	\$20,000.00
5-12 Play Area			
Sitework	320	\$20.00	\$6,400.00

