



January 17, 2022

Dear Chicago Wilderness Executive Council Members & Guests,

We look forward to seeing you this week at the January Executive Council Meeting:

Wednesday, January 19 from 9:30 AM – 11:30 AM

Join Zoom Meeting <https://us02web.zoom.us/j/623162292>

Meeting ID: 623 162 292

Password: 511661

One tap mobile +13126266799,,623162292#,,1#,511661# US (Chicago)

The Chicago Wilderness Alliance is an important force for conservation in the region and we look forward to working with all of our alliance members to continue our work to promote, preserve and restore the biodiversity of the region.

The agenda and support materials for the meeting is attached.

Sincerely,

Elizabeth S. Kessler, CW Chair
McHenry County Conservation District

James J. Jerozal, Jr., CW Vice-Chair
Nicor Gas/Corporate Council

Mike Glester, Treasurer

Nathanael Pilla, Exec. Secretary
Orbis Environmental Consulting

At Large Members of the 2021 Steering Committee

Jerry Adelman, Openlands
Jim Anderson, Lake County Forest Preserves
Michelle Carr, The Nature Conservancy in Illinois
Leslie Dorworth, Illinois-Indiana Seagrant
Cathy B. Geraghty, Forest Preserves of Cook County
Amy Rosenthal, Field Museum
John Rogner, IL Department of Natural Resources
Daniel Suarez, Audubon Great Lakes
Maggie Soliz, Kane-DuPage Soil & Water Conservation District, AISWCD
David Shimberg, Riverwoods Preservation Council
Laura Reilly, Chicago Wilderness Coordinator



Executive Council Meeting

January 19, 2022, 9:30 AM – 11:30 AM

AGENDA

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|------------|--|-------------------------|
| 1.0 | Introductions & Welcome
<i>Elizabeth S. Kessler, CW Chair</i>
<i>McHenry County Conservation District</i> | 9:30 AM–9:32 AM |
| 2.0 | Approval of Agenda
<i>Move to approve the Agenda for the Executive Council Meeting of January 19, 2022</i> | 9:33 AM-9:34 AM |
| 3.0 | Recognition of Outgoing Steering Committee Members
<i>David Giordano, Root-Pike Watershed Initiative</i>
<i>Daniel Suarez, Audubon Great Lakes</i> | 9:35 AM-9:40 AM |
| 4.0 | Installation of Officers & New Steering Committee Members
<i>Victoria Wittig, Save the Dunes</i> | 9:40 AM-9:50 AM |
| 5.0 | Approval of Consent Agenda <ul style="list-style-type: none">● Acceptance of Treasurer’s Report
for October, November, December 2021 – 4th Quarter● Approval of Executive Council Minutes
for October 20, 2021● Approval of Fiscal Sponsorship Agreement Renewal
with Friends of the Forest Preserves for April 1, 2022
through March 31, 2024● New Members<ul style="list-style-type: none">- Ancient Oaks Foundation - General- Climate Reality – Chicago Metro Chapter - General- Lincoln Park Conservancy - General- Olson Ecological Solutions - Corporate
<i>Move to approve the Consent Agenda as presented
for the Executive Council Meeting of January 19, 2022</i> | 9:50 AM-9:55 AM |
| 6.0 | Year In Review – Celebration of Collaboration and Convening; Listening and Learning
<i>2021 Steering Committee</i>
<i>Michelle Carr, The Nature Conservancy in Illinois</i>
<i>Amy Rosenthal, Field Museum</i> | 9:55 AM-10:15 AM |

Chicago Wilderness

7.0	2022 Work Plan – Charting the CW Course • Green Vision – HUB Mapping & Metrics Launch • Campaign Launch • Conservation Congress 2022 • Equity & Cultural Workshops & Development of Road Map – Cream City Conservation, LLC • Tree Workshops <i>Move to authorize the preparation and solicitation of Request for Proposals to engage the services of Public Relations/Marketing Firm to assist with Green Vision Campaign</i>	9:55 AM-10:25 AM
8.0	Envisioning the 2022 Conservation Congress – Breakout Sessions <i>Cherie Fisher, US Forest Service</i>	10:25 AM-11:00 AM
9.0	Team & Working Group Updates	11:00 AM-11:10 AM
10.0	Chicago Wilderness Coordinator Report <i>Laura Reilly, CW Coordinator</i>	11:10 AM-11:20 AM
11.0	Announcements	11:20 AM-11:25 AM
12.0	Adjournment	11:25 AM-11:30 AM

Next Meeting: April 20, 2022, 9:30 AM – 11:30 AM

CHICAGO WILDERNESS ALLIANCE

STATEMENT OF ASSETS, LIABILITIES and NET ASSETS
December 31, 2021

Assets

Cash and Investments	\$	369,813.11
Total Assets	\$	<u>369,813.11</u>

Liabilities

Accounts Payable	\$	-
Other Liabilities	\$	-
Total Liabilities	\$	<u>-</u>

Net Assets

Net Assets at Beginning of Period	\$	369,514.00
Change in Net Assets	\$	299.11
Total Net Assets	\$	<u>369,813.11</u>

Total Liabilities and Net Assets	\$	<u>369,813.11</u>
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STATEMENT OF ACTIVITIES

For the period ending December 31, 2021

Revenue

Membership Dues	\$	13,235.00
Sponsorships	\$	-
Donations	\$	736.43
Grants	\$	-
Application Fees	\$	-
Registration Fees	\$	-
Interest Earned	\$	-
Total Revenue		<u>\$ 13,971.43</u>

Expenses

Friends of the Forest Preserves	\$	419.14
Blue Pay/Other Transaction Fees	\$	309.63
Payroll/Employment Expenses	\$	4,960.52
Insurance	\$	-
Operational Expenses	\$	-
Program	\$	7,983.03
Total Expenses		<u>\$ 13,672.32</u>

Net Surplus/(Deficit)	\$	<u>299.11</u>
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Chicago Wilderness Alliance Fiscal Year is January 1 to December 31

CHICAGO WILDERNESS ALLIANCE

STATEMENT OF ASSETS, LIABILITIES and NET ASSETS
November 30, 2021

Assets

Cash and Investments	\$	369,514.00
Total Assets	\$	<u>369,514.00</u>

Liabilities

Accounts Payable	\$	-
Other Liabilities	\$	-
Total Liabilities	\$	<u>-</u>

Net Assets

Net Assets at Beginning of Period	\$	354,176.91
Change in Net Assets	\$	<u>15,337.09</u>
Total Net Assets	\$	<u>369,514.00</u>

Total Liabilities and Net Assets	\$	<u>369,514.00</u>
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STATEMENT OF ACTIVITIES

For the period ending November 30, 2021

Revenue

Membership Dues	\$	26,035.00
Sponsorships	\$	1,100.00
Donations	\$	110.00
Grants	\$	-
Application Fees	\$	-
Registration Fees	\$	-
Interest Earned	\$	<u>-</u>
Total Revenue		\$ 27,245.00

Expenses

Friends of the Forest Preserves	\$	817.35
Blue Pay/Other Transaction Fees	\$	135.59
Payroll/Employment Expenses	\$	5,511.68
Insurance	\$	1,424.00
Operational Expenses	\$	3,719.29
Program	\$	<u>300.00</u>
Total Expenses		\$ <u>11,907.91</u>

Net Surplus/(Deficit)	\$	<u>15,337.09</u>
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Chicago Wilderness Alliance Fiscal Year is January 1 to December 31

CHICAGO WILDERNESS ALLIANCE

STATEMENT OF ASSETS, LIABILITIES and NET ASSETS
October 31, 2021

Assets

Cash and Investments	\$	354,176.91
Total Assets	\$	<u>354,176.91</u>

Liabilities

Accounts Payable	\$	-
Other Liabilities	\$	-
Total Liabilities	\$	<u>-</u>

Net Assets

Net Assets at Beginning of Period	\$	361,105.45
Change in Net Assets	\$	<u>(6,928.54)</u>
Total Net Assets	\$	<u>354,176.91</u>

Total Liabilities and Net Assets	\$	<u>354,176.91</u>
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STATEMENT OF ACTIVITIES

For the period ending October 31, 2021

Revenue

Membership Dues	\$	150.00
Sponsorship	\$	-
Donations	\$	1,010.00
Grants	\$	-
Application Fees	\$	-
Registration Fees	\$	-
Interest Earned	\$	<u>-</u>
Total Revenue		\$ 1,160.00

Expenses

Friends of the Forest Preserves	\$	34.80
Blue Pay/Other Transaction Fees	\$	61.80
Payroll/Employment Expenses	\$	7,991.94
Insurance	\$	-
Operational Expenses	\$	-
Program	\$	<u>-</u>
Total Expenses		\$ <u>8,088.54</u>

Net Surplus/(Deficit)	\$	<u>(6,928.54)</u>
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Chicago Wilderness Alliance Fiscal Year is January 1 to December 31

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Chicago Wilderness
Executive Council Zoom Conference Call

October 20, 2021 9:00-11:30am Central

MINUTES

Present:

Jerry Adelman, Openlands
Jim Anderson, Lake County Forest Preserve District
Susan Ask, Animalia Project & University of Illinois Urbana-Champaign
August Ball, Cream City Conservation, LLC.
Thomas J. Benson, Illinois Natural History Survey
Paul Botts, Wetlands Initiative
Jack Brunner, Tetra Tech
Benjamin Cox, Friends of the Forest Preserves
Jack Darin, Sierra Club – Illinois Chapter
Cherie L. Fisher, United States Forest Service
Cathy Geraghty, Forest Preserves of Cook County
Mike Glester, Cardno
Tedd Haffner, unaffiliated
Tonyisha Harris, Illinois Environmental Council
Jim Herkert, Illinois Audubon Society
Mark Johnston, Field Museum
Elizabeth S. Kessler, McHenry County Conservation District
Andrea Kramer, Chicago Botanic Garden
Lynda Lancaster, Indiana Dunes National Park

John Legge, The Nature Conservancy (Illinois)
Jeff Mengler, Hey and Associates, Inc.
Stacey Meyers, Openlands
Jason Navota, Chicago Metro Agency for Planning (CMAP)
Alison Paul, The Field Museum
Andrea Pini, V3 Companies
Donna Prepejchal, LMV Lake Michigan Region
Sara Race, ComEd
Naureen Rana, Chicago Park District
Laura Reilly, Chicago Wilderness
Ralph Schultz, Forest Preserve District of Will County
David Shimberg, Riverwoods Preservation Council
Jerry Strub, GZA GeoEnvironmental
Daniel Suarez, Audubon Great Lakes
Casey Sullivan, Argonne National Laboratory
Lynne Westphal, United States Forest Service
Murphy Westwood, the Morton Arboretum

I. Call to Order and Welcome

Chair Elizabeth Kessler called the meeting to order at 9:00 AM central time thanking those that have joined and highlighted briefly the successes of the Chicago Wilderness in 2021.

II. Approval of Agenda

Jim Anderson (Lake County Forest Preserve District) motions to accept the agenda and meeting format, seconded by Ralph Schultz (Forest Preserve District of Will County). No further discussion. All ayes. Approved.

III. **Approval of Consent Agenda**

Acceptance of Treasurer's Report for July-September 2021 – 3rd Quarter (Appendix A); the approval of the Executive Council Meeting Minutes from July 31, 2021; and the 2022 Annual Budget.

Jerry Adelman (Openlands) motions to accept the Consent Agenda, seconded by Mike Glester (Cardno). No further discussion on consent agenda items. All ayes. Approved.

Laura Reilly (Chicago Wilderness) welcomed the new members.

- Brown Faces Green Spaces
- Clean Up, Give Back
- Fox River Ecosystem Partnership
- SCARCE

IV. **JEDI Evaluation for Chicago Wilderness with Cream City**

Elizabeth S. Kessler, Chair

August Ball, Cream City Consulting

August Ball, President and Owner of Cream City Consulting, presented on the survey results of 517 total participants and the next steps of their work with the Chicago Wilderness.

V. **Update on Strategic Planning with ICL and Green Vision HUB**

Jim Anderson, Lake County Forest Preserves (LCFP)

Mark Johnston, The Field Museum

Jim Anderson updated the Executive Council on the work the Institute of Conservation Leadership (ICL). He revisited the reason why ICL was hired and their work on aligning the goal teams and HUB.

ICL's presentation, *Leading a Network*, will be at December 2, noon-1:30pm central time as part of the Café series.

Mark Johnston discussed the "soft" opening of the HUB. He highlighted its function as not only a GIS HUB but as a data repository. Feedback from members was requested as the HUB moves forward.

VI. **Vote Yes for Clean Air, Clean Water, and Wildlife**

Benjamin Cox, Friends of the Forest Preserves

Ellicia Sanchez, The Nature Conservancy

Benjamin Cox discussed the Forest Preserves of Cook County referendum. He highlighted the historic response and usages of the preserves during the pandemic as well as the need for funding. The additional money would be used for:

1. Land Acquisition
2. Restoration
3. Jobs Program
4. Recreation, Education, Connection
5. Support for the Zoo and Garden
6. All the Rest

Laura Reilly added that the Government Relations Committee refined the Policy Action Alert Request so that member organizations can submit requests for distribution to the Chicago Wilderness Alliance. The Chicago Wilderness is prohibited to advocate for specific measures such as the referendum; however, there can be a shared action request on behalf of a member.

VII. Nominations and Recruitment

Daniel Suarez, Audubon Great Lakes

Lynda Lancaster, Indiana Dunes National Park

Daniel Suarez opened the presentation discussing the Steering Committee (SC) and procedure for nominations. He also showed a breakdown of the current SC and their title and terms with a note that two of the SC members are stepping down, Daniel Suarez and David Giordano.

TITLE	TERM	SECOND TERM		FIRST NAME	LAST NAME
Chair	2019, 2020, 2021	2022, 2023, 2024	Second Term	Elizabeth	Kessler
Vice-Chair	2019, 2020, 2021	2022, 2023, 2024	Second Term	James	Jerozal
Treasurer	2020	2021, 2022, 2023	Second Term	Mike	Glester
Executive Secy	2020, 2021, 2022		First Term	Nathanael	Pilla
At-Large	2021, 2022, 2023		First Term	Amy	Rosenthal
At-Large	2018, 2019, 2020	2021, 2022, 2023	Second Term	Daniel	Suarez
At-Large	2019, 2020, 2021	2022, 2023, 2024	Second Term	Cathy	Geraghty
At-Large	2020, 2021	2022, 2023, 2024	Second Term	John	Rogner
At-Large	2020, 2021, 2022		First Term	Leslie	Dorworth
At-Large	2020, 2021	2022, 2023, 2024	Second Term	Jerry	Adelmann
At-Large	2020, 2021, 2022		First Term	Michelle	Carr
At-Large	2020	2021, 2022, 2023	Second Term	Dave	Shimberg
At-Large	2020, 2021	2022, 2023, 2024	Second Term	Jim	Anderson
At-Large	2021, 2022, 2023		First Term	Maggie	Soliz
At-Large	2022, 2023, 2024		First Term	Victoria	Wittig

Following the nominations from 2020, the committee reached out to those that were nominated to gauge their interest in filling one of the open spaces within the SC. Victoria Wittig (Save the Dunes) was put forth for consideration starting next year to fill a vacancy.

Jim Anderson (LCFP) motions to approve Victoria Wittig for the vacancy within the SC, seconded by Ralph Schultz (Forest Preserve District of Will County). No further discussion on consent agenda items. All ayes. Approved.

VIII. Excellence in Ecological Restoration Program

Ralph Schultz, Forest Preserve District of Will County

Rebecca Collings, Forest Preserves of Cook County

Ralph Schultz is the co-chair for the Excellence in Ecological Restoration Awards. He presented their recommendations for awards which includes:

- Glacial Park – McHenry County Conservation District – Platinum
- Cranberry Slough Nature Preserve – Forest Preserves of Cook County – Platinum
- Pine Dunes (East) – Lake County Forest Preserves – Platinum
- Braidwood Dunes & Savanna Nature Preserve – Gold

Ralph Schultz (Forest Preserve District of Will County) motions to approve recommendations of the Excellence and Ecological Restoration Commission accreditations for 2021, seconded by Mike Glester (Cardno). No further discussion on consent agenda items. All ayes. Approved.

IX. Force of Nature Awards

Cherie L. Fisher, US Forest Service

Cherie Fisher stated that there were twenty-six Dr. George B. Rabb Force of Nature Awards nominations. The review teams made their decisions and present it to the awardees on December 8, 2021, at Thatcher Woods Pavilion, Forest Preserves of Cook County from 3:00-6:30pm central time.

She also thanked the reviewers of the nominations which include:

- Leslie Dorworth (Illinois-Indiana SeaGrant)
- Kris Krouse (Shirley Heinze Land Trust)
- Taran Lichtenberger (Chicago Botanic Garden)
- Mike Mencarini (RTCA Program, Illinois Field Office, National Park Service)
- Gloria Orozco (Friends of the Forest Preserves)
- Lydia Scott (The Morton Arboretum)
- Dave Shimberg (Riverwoods Preservation Council)
- Kristin TePas (Illinois-Indiana SeaGrant, UIUC Extension)
- Michelle Uting (Forest Preserves of Cook County)
- Maggie Warren (Chicago Zoological Society)
- Jay Womack (GZA GeoEnvironmental)

X. America the Beautiful 30x30 Presentation

Tonyisha Harris, Illinois Environmental Council

Stacy Meyers, Openlands

Tonyisha Harris and Stacy Meyers led a presentation on Chicago Wilderness ambitious efforts within the Chicago Region. Topics covered included the need to create more

parks/safe outdoor places for nature-deprived communities (Justice40), supporting tribal led conservation priorities, expand collaborative conservation of fish and wildlife habitats and corridors, increasing equitability for outdoor recreation, incentivize voluntary conservation efforts, and to create jobs. They discussed Chicago Wilderness' role in America the Beautiful 30x30.

XI. Reports from Working Groups and Teams

Jim Anderson (Healthy Landscapes: Goal 1) – had a meeting on October 18, 2021. They have ten different work streams. Within these work streams, they added tributaries. An email blast will go out to try to fill leads for these work streams.

Ted Haffner (Climate Group) – second full committee meeting on November 1, 2021. They are on two tracks, with one on save the date and advertise while the other is coordinating amongst the goal groups knowing that most of their metrics are coming out of other group's work.

Stacy Meyers (Aquatics Resource Group) – still working with metrics on where to collect, how to collect, and funds. In short, taking complex data and simplifying it.

XII. Coordinator's Report

Laura Reilly (Chicago Wilderness)

- Save the Date for the award ceremony December 8, 2021, at Thatcher Woods Pavilion, Forest Preserves of Cook County from 3:00-6:30pm central time.
- Membership Renewal
- Expanding Chicago Wilderness

XIII. Announcements

- Jim Anderson announced that Congresswoman Lauren Underwood has successfully Army Corps of Engineers study to address flooding along the Fox River watershed.
- Elizabeth Kessler reminded the Executive Council that there is a joint goal group and Steering Committee meeting on October 27, 2021.
- Elizabeth Kessler asked if any partnering organization has a graphic designer that can assist in the development of the annual report.

XIV. Adjournment

Elizabeth Kessler thanked everyone for their time and work and asked for a motion to adjourn.

Daniel Suarez (Audubon Great Lakes) motions to adjourn, Jim Anderson seconded. No further discussion. Meeting adjourned at 11:30am central.

Next Meeting: January 19, 2021, 9:30 AM-11:30 AM

Zoom Meeting

<https://us02web.zoom.us/j/623162292>

Meeting ID: 623 162 292

Password: 511661

One tap mobile

*+13126266799,,623162292#,,1#,511661# US
(Chicago)*

**FISCAL SPONSORSHIP AGREEMENT
BETWEEN
FRIENDS OF THE FOREST PRESERVES, INC. AND
CHICAGO WILDERNESS ALLIANCE**

This Fiscal Sponsorship Agreement (the “Agreement”) is entered into by and between Friends of the Forest Preserves, Inc., an Illinois not-for-profit corporation (“Sponsor”), and Chicago Wilderness Alliance, an Illinois not-for-profit corporation (“Grantee”). This Agreement shall be effective as set out below at Section 1. Sponsor and Grantee may be jointly referred to as the “Parties.”

RECITALS

A. Sponsor has an Internal Revenue Service (“IRS”) determination letter of qualification under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”) and is classified as a public charity under Code Sections 509(a)(1) and 170(b)(1)(A)(vi). One of Sponsor’s purposes is to serve as the voice of a diverse community inspiring and organizing people to protect, restore and expand the forest preserves in Cook County.

B. The Grantee was formed as an Illinois not-for-profit corporation on October 20, 2017, and is not qualified by the IRS under Section 501(c)(3) of the Code. The Grantee’s purposes include serving as a regional alliance of organizations working together to restore local nature and improve the quality of life for all who live here, by protecting the lands and waters on which we all depend;

C. In furtherance of its charitable purposes, the Grantee operates a program (the “Sponsored Program”) as described in the grant proposal (“Grant Proposal”) which has been approved by the Sponsor and is attached hereto as Exhibit A;

D. The Grantee desires to have Sponsor act as its fiscal sponsor for the purpose of soliciting and receiving gifts, grants, contributions and other revenues (collectively, “Donations”) and distributing such funds to the Grantee, subject to Sponsor’s oversight, to be used exclusively in support of the Sponsored Program;

E. Sponsor has determined that the Sponsored Program furthers Sponsor’s charitable goals and tax-exempt purposes. Sponsor’s board of directors has authorized Sponsor to enter into a fiscal sponsorship agreement with the Grantee whereby Sponsor will receive Donations on its own behalf and disburse such funds to the Grantee in support of the Sponsored Program, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Effective Date. This Agreement shall become effective on April 1, 2022.

2. Fiscal Sponsorship.

a. Sponsored Program Activities. The Grantee’s corporate officers shall act as principal coordinators of the Sponsored Program. Sponsor, in its sole and absolute

discretion and authority, retains oversight authority to ensure that the funds disbursed by Sponsor to the Grantee in support of the Sponsored Program are used for their intended charitable purposes.

b. Receipt and Disbursement of Funds; Variance Power. In connection with its sponsorship of the Grantee, Sponsor agrees to receive Donations that are designated as made in support of the Sponsored Program (“Sponsored Program Funds”). Sponsor anticipates disbursing Sponsored Program Funds, less the Administrative Charge (defined below), to the Grantee, in furtherance of the Sponsored Program. Upon request by the Grantee, Sponsor agrees to disburse Sponsored Program Funds to the Grantee, subject to sufficient funds are available; and provided, however, that in order to receive disbursements, the Grantee must be in compliance with all of its obligations under this Agreement, including, but not limited to, complying with the reporting requirements set forth in Section 5 hereto, and further provided that the date and amount of each disbursement of Sponsored Program Funds shall be within the sole and absolute discretion and control of Sponsor. The Grantee assumes the risk that any funding source may exercise its discretion not to grant or not to appropriate funds to Sponsor for the support of the Sponsored Program. The Parties intend that this Agreement be interpreted to provide Sponsor with variance powers and discretion necessary to enable Sponsor to treat the Sponsored Program Funds as Sponsor’s assets while this Agreement is in effect. Sponsor, in its sole and absolute discretion, shall have the right to withhold, withdraw, and/or demand the immediate return of any Sponsored Program Funds if, in Sponsor’s reasonable judgment, the Grantee materially breaches this Agreement, or if Grantee is in any way unable to accomplish the purposes of the Sponsored Program. Sponsor retains the right, in its sole and absolute discretion, to redirect the Sponsored Program Funds to a different charitable purpose or beneficiary if the purpose of the Sponsored Program becomes unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community served by Sponsor. The Grantee designates the Chair, Vice-Chair and Treasurer of Grantee (collectively the “Authorizing Officials”) to act as the Authorizing Officials. The Authorizing Officials shall act as principal coordinator of the Grantee’s daily business with the Sponsor, and shall have authority to sign disbursement requests. Two of the three Authorizing Officials’ signatures are required for disbursement of funds.

c. Substantiation of Charitable Donations. The Parties acknowledge and agree that all Sponsored Program Funds will be reported for federal tax purposes as contributions to Sponsor and further agrees to acknowledge receipt of such Sponsored Program Funds in writing to donors, as required under federal tax law, and to furnish evidence of Sponsor’s status as an organization qualified under Section 501(c)(3) of the Code to donors on request.

d. Services by Sponsor. Sponsor agrees to provide the following services in support of the Sponsored Program:

(i) Financial services to be provided by Sponsor shall be strictly limited to the following: Set up the accounting system; process accounts receivable and accounts payable, including making bank deposits and recording monies expected to be received, recording and paying bills in a timely manner, and other responsibilities as may arise to ensure the proper implementation and accurate recording of financial transactions; reconcile bank account(s); prepare monthly financial statements; and provide advice on budgeting and other

financially-related matters as the need arises. Nothing herein shall be construed to prohibit Sponsors from comingling any funds Sponsor receives pursuant with any funds maintained in Sponsor's bank accounts.

(ii) Sponsor shall act on behalf of Grantee in contractual matters requiring the commitment of a legal entity and providing services as agreed upon by and between the Parties. Examples include, but are not limited to, receiving the membership dues, executing contracts for software and other agreements, paying Grantee expenses, and conducting financial audit and other standard controls. Sponsor may, in its sole and absolute discretion, make payments to contractors on behalf of Grantee in accordance with contract requirements. As part of the management of membership services, the Grantee utilizes an online tool titled 'Your Membership', commonly referred to as the 'Member Portal'. Sponsor shall utilize the Member Portal for communications regarding dues with Grantee members.

e. Administrative Charge. Sponsor will retain an administrative charge to cover the costs associated with its management of the Sponsored Program Funds and other administrative expenses associated with this Agreement. This administrative charge shall be: three percent (3%) of the gross amount of the Sponsored Program Funds received by Sponsor ("Administrative Charge") and payable to Sponsor as Donations are received.

3. Review by Sponsor. Grantee agrees to provide Sponsor and its authorized agents and representatives, full and complete access to the books and records of the Grantee with respect to the Sponsored Program, as Sponsor may reasonably request. Sponsor may, at its own expense, conduct an independent financial audit and/or program audit of the Grantee's books and records in relation to the charitable activities for which Sponsor has disbursed Sponsored Program Funds.

4. Financial Accounting and Reporting. Sponsor and the Grantee will maintain their respective books and financial records for the Sponsored Program in accordance with generally accepted accounting principles, shall retain records as long as required by law and shall make records available to auditors as required by law. The Sponsor will establish and operate for the use of the Grantee a designated account segregated on the Sponsor's books. The Grantee will reflect the activities of the Sponsored Program, to the extent required, on its state and federal tax and information returns and financial reports. All disbursements from the Sponsored Program Funds shall be made payable to the Grantee.

5. Grantee Reporting Requirements.

a. Reports to Sponsor. The Grantee shall submit full and complete quarterly reports to Sponsor on the progress of the Sponsored Program. Such reports shall be due within thirty (30) days of the end of each calendar quarter, for so long as this Agreement remains in effect. Such reports shall describe the Grantee's use of the Sponsored Program Funds, compliance with the terms of all grants, and the progress made by the Grantee in accomplishing the purposes of the Sponsored Program.

b. Reports to Funding Sources. The Grantee will provide all information and prepare all reports, including interim and final reports, required by Sponsor to satisfy any funding sources, subject to Sponsor's final review and approval.

6. Notices. All notices or reports under this Agreement shall be addressed as follows:

If to Sponsor: Benjamin Cox, Executive Director
Friends of the Forest Preserves
411 S. Wells Street, Suite 300
Chicago, IL 60607
312.356.9990
benjamin@fotfp.org

If to Grantee: Elizabeth S. Kessler, Chair
Chicago Wilderness Alliance
18410 US Highway 14
Woodstock, IL 60098
815.338.6223, ext. 1233
EKessler@MCCDistrict.org

James J. Jerozal, Jr., Vice Chair
Chicago Wilderness Alliance
1844 Ferry Road
Naperville, IL 60563
630.388.3390
JJeroza@southernco.com

Mike Glester, Treasurer
Chicago Wilderness Alliance
6605 W. Steger Rd, Suite A
Monee, IL Naperville, IL 60449
708.534.3480
mike.glester@cardno.com

Laura Reilly, Coordinator
Chicago Wilderness Alliance
411 S. Wells Street, Suite 300
Chicago, IL 60607
312.282.0481
Laura.ReillyCW@gmail.com

Such addresses may be changed by written notice or email notice given by such party to the other or by other form of notice agreed to by the Parties.

7. Restrictions on Use of Sponsored Program Funds.

a. Tax-Exempt Purposes. The Grantee shall use the funds it receives pursuant to this Agreement solely for purposes of the Sponsored Program and shall not use such funds in any way that will jeopardize the tax-exempt status of Sponsor. The Grantee agrees to comply with any written request by Sponsor to cease activities that, in Sponsor's reasonable judgment, might jeopardize the tax-exempt status of Sponsor, and further agrees that Sponsor's obligation to make funds available to the Grantee is suspended in the event that it fails to comply with any such request.

b. Prohibited Activities. No portion of the Sponsored Program Funds shall be used in any attempt to influence legislation. No portion of the Sponsored Program Funds shall be used to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, induce or encourage violations of law or public policy, cause private inurement or improper private benefit to occur, support terrorist activities, terrorist organizations or individuals who engage in or support terrorist activities, or take any other action inconsistent with qualification under Section 501(c)(3) of the Code.

8. Relationship of the Parties. Nothing in this Agreement shall constitute the naming of either party hereto as an agent or legal representative of the other party for any purpose whatsoever except as specifically and to the extent set forth herein. This Agreement shall not be deemed to create any relationship of agency, employment, partnership, or joint venture between the Parties hereto and the Grantee shall make no such representation to anyone. It is the intention of the Parties that all employees, contractors, and advisors for the Grantee will be employed or engaged directly by the Grantee and not by Sponsor.

9. Indemnification. The Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Sponsor, its officers, directors, trustees, employees and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorneys' fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of the Grantee, its employees or agents, in applying for, accepting, expending or applying Sponsored Program Funds, or in carrying out the Sponsored Program, except to the extent that such claims, liabilities, losses or expenses arise from or in connection with any negligent act or omission of Sponsor, its officers, directors, trustees, employees or agents.

10. Publicity. Any and all use of Sponsor's name in media communications and fundraising materials with respect to the Sponsored Program shall be subject to Sponsor's prior review and approval. The Grantee shall provide Sponsor with reasonable advance notice with respect to any proposed use of Sponsor's name in order to allow for such prior review.

11. Duration of Agreement. This Agreement shall remain in effect until the earliest of the following:

- a. Grantee receives a determination letter from the IRS of its qualification under Section 501(c)(3) of the Code;
- b. Sponsor or Grantee terminates this Agreement pursuant to the provisions of Section 13 below; or
- c. March 31, 2024.

12. Termination. Either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party.

13. Disposition of Sponsored Program Funds in Termination. If there are any Sponsored Program Funds remaining after this Agreement has terminated, the following terms and conditions shall apply, subject to Sponsor's variance power set forth above at Section 2b:

- a. If the Grantee has received a determination letter from the IRS of its qualification under Section 501(c)(3) of the Code, Sponsor shall transfer the balance of all Sponsored Program Funds, net of any liabilities incurred by Sponsor in connection with the Sponsored Program, to the Grantee for use in the Sponsored Program.
- b. If the Grantee has entered into a written fiscal sponsorship agreement with another fiscal sponsor that has an IRS determination letter of qualification under Section 501(c)(3) of the Code, then Sponsor shall transfer the balance of any Sponsored Program Funds, net of any liabilities that Sponsor has incurred in connection with the Sponsored Program, to such new fiscal sponsor for use in the Sponsored Program.
- c. In the event that the Grantee has not received an IRS determination letter from the IRS of qualification under Section 501(c)(3) of the Code or entered into a written fiscal sponsorship agreement with another fiscal sponsor that has an IRS determination letter of qualification under Section 501(c)(3) of the Code, Sponsor shall, within 60 days of the completion of the contract on March 31, 2024, provide the Grantee with a final accounting. Surplus funds, if any, will be kept in a separate fund for the Grantee until otherwise determined by both Parties. Sponsor may allocate the Sponsored Program Funds in any manner consistent with applicable tax and charitable trust laws on or after March 31, 2025.

14. Miscellaneous Provisions.

- a. **Amendments.** This Agreement may not be amended or modified, except in a writing signed by both Parties hereto.
- b. **Dispute Resolution.** In the event of a dispute under this Agreement, Sponsor and the Grantee shall make a good faith effort to resolve such dispute cooperatively before seeking to resolve any dispute by arbitration or otherwise proceeding with any remedy available at law or in equity.

c. Choice of Forum. Any suit, action or proceeding arising under or related to this Agreement must be brought and pursued only in the state or federal courts in Cook County, Illinois.

d. Consent to Jurisdiction. For all purposes related to this Agreement, the Parties hereby consent to personal jurisdiction in the state and federal courts in the State of Illinois.

e. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof; it supersedes any prior agreement and understandings between the Parties as to such matters, oral or written, all of which are hereby cancelled.

f. Governing Law. This Agreement is to be construed in accordance with the laws of the State of Illinois, without regard to conflict of law principles.

g. Severability. Each provision of this Agreement shall be separately enforceable, and the invalidity of one provision shall not affect the validity or enforceability of any other provision.

h. Assigns and Successors. This Agreement will be binding upon and inure to the benefit of Sponsor, its successors and assigns, and Grantee, and its successors and assigns.

i. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

j. Interpretation of Agreement. All Parties participated in the negotiation of this Agreement and agree that the Agreement will not be interpreted or construed against any Party to this Agreement because that Party or attorney for that Party drafted the Agreement or participated in the drafting of this Agreement, and the Parties expressly waive any law, common law or court decision to the contrary.

k. Attorneys' Fees. In the event of any controversy, claim, or dispute resulting in a lawsuit between the Parties arising out of or related to this Agreement, the prevailing party shall, in addition to any other relief, be entitled to recover its reasonable attorneys' fees and costs of sustaining its position.

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**SIGNATURE PAGE TO
FISCAL SPONSORSHIP AGREEMENT
Between
FRIENDS OF THE FOREST PRESERVES
And
CHICAGO WILDERNESS ALLIANCE**

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement effective as of the day and year set out in Section 1 of this Agreement.

Sponsor:

Friends of the Forest Preserves
a [Illinois 501(c)3 non-profit corporation]

By: _____

Benjamin Cox

Its: Executive Director

Date: January 19, 2022

Grantee:

Chicago Wilderness Alliance
a [Illinois non-profit corporation]

By: _____

Elizabeth S. Kessler

Its: Chair of said Executive Council

Date: January 19, 2022

By: _____

James J. Jerozal, Jr.

Its: Vice-Chair of said Executive Council

Date: January 19, 2022

By: _____

Mike Glester

Its: Treasurer of said Executive Council

Date: January 19, 2022

EXHIBIT A

APPROVED GRANT PROPOSAL

1. **Articles of Incorporation.** The Chicago Wilderness Alliance was incorporated on October 20, 2017. The purpose of the Chicago Wilderness Alliance is to serve as a regional alliance of organizations working together to restore local nature and improve the quality of life for all who live here by protecting the lands and waters on which we all depend.

2. **Chicago Wilderness Alliance Procedures & Policies.**

List of Officers of the Executive Council for Chicago Wilderness Alliance.

Elizabeth S. Kessler, Chair, Chicago Wilderness Alliance
Executive Director, McHenry County Conservation District

James J. Jerozal, Jr., Vice Chair, Chicago Wilderness Alliance
Director – Energy Efficiency, Nicor Gas

Mike Glester, Treasurer, Chicago Wilderness Alliance
Project Manager, Cardno

3. **Approved FY 2022 Budget.**

4. **Program - Chicago Wilderness Alliance.**

The purpose of the Chicago Wilderness Alliance (the Alliance) is to protect, restore, study, and manage the natural communities native to the Chicago region through coordinated collaboration and cooperation among organizations and citizens. To that end, the Alliance requires a diverse body of active and informed member organizations to carry out its work and to promote its purpose. The activities of the Alliance serve to engage its member organizations, representing the breadth of the Chicago Wilderness region, so as to promote coordinated conservation action beyond what the members would have achieved on their own.

- a. **Standing Committees.** The Alliance will achieve its work through supporting the convening and work of its various standing committees, which include the following:
 - i. ***Steering Committee:*** The Steering Committee oversees the operations and administration of the Chicago Wilderness Alliance with authority granted to its officers and at-large members through the Executive Council. This group provides cross-alliance coordination among CW teams and projects to deliver on the full expression of the CW Green Vision. The group promotes coordination among CW working teams to enhance collective impact, recommend multi-year goals and annual plans to the Executive Council, and work on clear metrics with a visual, consensus-based dashboard.

- ii. *Awards Committee*: The Awards Committee oversees awards programs established by the Executive Council. Meetings are held as necessary.
- iii. *Communication Committee*: The Communication Committee advises on the communication strategy for the Alliance. Meetings are held as necessary.
- iv. *Congress Committee*: The Congress Committee plans and executes the biennial Chicago Wilderness Congress.
- v. *Excellence in Ecological Restoration Commission*: The Excellence in Ecological Restoration (EERP) Commission administers the Excellence in Ecological Restoration Program. The Commission informs the Executive Council of awardees.
- vi. *Executive Council*: This is the Alliance's governing council. Federal, state, county, and local agencies, biological research and education institutions, businesses, not-for-profit agencies and other organizations with significant programs in education about, research on, or management of biodiversity in the Chicago region, who will commit significant institutional resources to the fulfillment of the objectives of Chicago Wilderness, and who have been General members for at least one year.
- vii. *Government Relations Committee*: The Government Relations Committee oversees the government relations strategy on the federal and state levels.
- viii. *Nominations & Recruitment Committee*: The Nominations and Recruitment committee oversees the recruitment, nomination and election of Chicago Wilderness Alliance officers and at-large partners of the Steering Committee.
- ix. *Partnership Committee*: The Partnership Committee strives to cultivate ownership among partners of Chicago Wilderness Alliance by increasing partner engagement and the value partners derive from the Alliance to better achieve regional conservation goals through collaboration. The Committee coordinates applications for partnership in Chicago Wilderness Alliance at both the General and Executive Council level and submits recommendations for partnership to the Executive Council.

b. **Working Groups.**

The bulk of the Alliance's work will occur through the various working groups which include members who have self-selected to collaborate on a topic. These include the following:

- i. *Growing with Agriculture*
Led by team of agricultural, watershed, conservation professionals and others.
- ii. *Managing Healthy Lands*
Led by Science and Natural Resources Management; Volunteer Stewards; Prescribed Burn; Priority Species – Plants/Animals, Invasive

Species; Wildlife Committee; Natural Resource Management; Oak Ecosystems: Seed Sourcing and Supply and others.

iii. *Protecting Healthy Water*

Led by team of regional aquatic resource professionals and others.

iv. *Taking Climate Action*

Led by Climate Team; Climate Training and Engagement and others.

v. *Increase Access to Nature*

Led by community leaders, education professionals, including Mighty Acorns; Student and Emerging Professionals; Environment and Social Equity of Practice and others.

vi. *Adding Conservation Lands*

Led by regional land managers and others.

vii. *Prioritizing Green Infrastructure*

Led by corporate, municipal, academic, watershed and regional planning agencies: Rights of Way Working Group, Chicago Region Tree Initiative/Treekeepers and others.

viii. *HUB - Mapping & Metrics*

ix. *Justice, Equity, Diversity & Inclusion*

x. *Other groups may be developed as the desire and need for them are identified.*

c. **Future Direction.**

In addition, the Alliance will collaborate on planning for its future, including revisiting its guiding documents the Biodiversity Recovery Plan and the Green Infrastructure Vision, to guide current and future needs for regional conservation.

Chicago Wilderness

New Partners Recommended by the Partnership Committee and voting on by Executive Council Members in advance of the meeting by separate electronic ballot.

Chicago Wilderness Executive Council Meeting, Wednesday, January 19, 2022

NEW PARTNERS

Name	Type of Partner
Ancient Oaks Foundation	General
Climate Reality - Chicago Metro Chapter	General
Lincoln Park Conservancy	General
Olson Ecological Solutions	Corporate

Ancient Oaks

- **Representative to Chicago Wilderness:** Judith Thode
- **Mission/Goal of Organization:** Preserving and Restoring the biodiversity of natural areas in Lake Zurich.

Climate Reality - Chicago Metro Chapter

- **Representative to Chicago Wilderness:** Karen Daiter
- **Mission/Goal of Organization:** To advocate for the environment

Lincoln Park Conservancy

- **Representative to Chicago Wilderness:** Melinda Munson
- **Mission/Goal of Organization:** Historic conservation, ecological restoration, and park programming.

Olson Ecological Solutions

- **Representative to Chicago Wilderness:** Rebecca Olson
- **Mission/Goal of Organization:** To unite the beauty and function of nature with modern development and technology for clean water and a sustainable landscape.

(All ballots will be kept confidential and will be destroyed after the vote is counted and recorded. For Executive Council Members Only)

Chicago Wilderness – Launch of Green Vision

Next Steps with ICL – Hours Remaining – 6- Hours Left

Timeline

- Phase 1 – Soft Launch (January/February 2022)
 - Executive Council Meeting – January 15, 2022
 - Year In Review – Annual Report - Accomplishments of 2021
 - Prepare a 3-5 Minute Video – Accomplishments – Share on Social Media w/ Link to Annual Report
 - Goal Teams Populate Introductory Status Report Worksheets – Establish Return Date – January 7, 2022
 - Introduction of Steering Committee Members
 - ICL – Thinking about Campaign Green Vision Launch – Meeting w/ Steering Committee and Goal Groups (6 hours)
 - Request for Proposals – Public Relations Firm for Campaign Launch & Rebranding
 - Define Scope Target Audience (internal, external, JEDI work), Messaging and Budget (Quality, Time, Money – Pick 2)
 - Develop Campaign Launch & Rebranding Working Group
 - Steering Committee Guide Process
 - Who do we need on the team? New partner opportunities – multi-media/communications strategy-based organizations, etc.
 - Conservation Congress 2022 Kick-Off
 - Conservation Congress Planning Committee
 - Who do we need on the team?
 - Budget 2022 - \$50,000 Balanced Budget
 - Cream City Conservation – JEDI Workshops
 - HUB Data Cultivation & Inclusion
 - Identify Goal Tracking Sherpa for HUM Metrics/Mapping
- Phase 2 (April/May 2022)
 - Executive Council Meeting April 2022
 - Status Report on Conservation Congress – Date/Location Confirmed
 - Goal Teams Submit QTR 1 Status Report (January-March)
 - Communications Firm Selected and Draft Green Vision Campaign Plan Presented & Budget
 - Promotion: Success Stories – Around Earth Day
 - Cream City Conservation – JEDI Workshops
 - Tree Workshops
- Phase 3 (June/July 2022)
 - Executive Council Meeting July 2022
 - Goal Teams Submit QTR 2 Status Report (April-June)

- Approval of Draft FY 2023 Budget
 - Nominations Process – Steering Committee
 - Green Vision Launch
 - Communications Firm Presents Final Green Vision Campaign Plan & Rebranding
 - Promotion on Conservation Congress
 - Promotion – Sharing of Success Stories
 - Tree Workshops
 - Cream City Conservation – JEDI Workshops
 - Begin Road Map Process – Cream City Conservation
- Phase 4 (August/September 2022)
 - Continued Promotion on Green Vision & Conservation Congress
 - Tree Workshops
 - Phase 5 (October/November 2022)
 - Executive Council Meeting October 2022
 - Goal Teams Submit QTR 3 Status Report (July-September)
 - Approval of Final FY 2023 Budget
 - Approval of Steering Committee Slate 2023
 - Approval of Road Map – Cream City Conservation
 - 2022 Conservation Congress – Event Held Date/Location (Late September – Early November)
 - Tree Workshops
 - Phase 6 (December 2022/January 2023)
 - Executive Council Meeting January 2023
 - Goal Teams Submit QTR 4 Status Report (October-December)
 - Executive Council Meeting October 2022
 - Promotion – Year in Review - Annual Report – Accomplishments of 2022/Metrics and Mapping of Green Vision

Green Vision Campaign & Rebranding

Messaging

Identify Target Audiences

Internal

External

Sharing Success Stories

Open Items for Discussion

Change in Date/Time for Executive Council Meetings (April, July, October)