

**A GRANT AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND THE
CONSERVATION – THIRD AGREEMENT.**

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 ten thousand dollars (\$10,000.00) 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 ten thousand dollars (\$10,000.00). 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



Brook McDonald,
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's Green Earth Harvest Program
Contact Person	Jennifer Hammer
Address	10s404 Knoch Knolls Rd.
City	Naperville
Phone Number	630.428.4500 x114
Email	JHammer@TheConservationFoundation.org

SECTION II Project Description

Project Title	Farm to Food Pantry Initiative
Cost of the Project	\$10,000
Brief Description of the Scope of Initiative	The Green Earth Harvest Certified Organic farm program will grow produce to specifically meet the need for fresh, culturally relevant food for pantry patrons, providing 100 units of vegetables for 20 weeks (late June - October), amounting to approximately 3,000 pounds.
Desired Outcomes	Provide a reliable source of fresh, nutritious, familiar produce to support and encourage healthy eating for those facing food insecurity, contributing to improved overall health.

SECTION III Signature

Member Name	Greg Schwarze	
District	District 6	
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)



MEETING OUR COMMUNITY'S NEEDS
NEIGHBORS TO NEIGHBORS

February 3, 2025

Chief Executive Officer
Jenifer Fabian

Vice President of
Human Resources and
Operations
Sue Bultman

Vice President of
Finance
Linda Cheatham

Vice President of
Advancement
Allison Rickard

Vice President of Programs
Christina LePage

Board of Directors

President
Erin Keyser Norton

Vice President
Ingrid Becton

Secretary
Shayne Purdue

Treasurer
Bill Delbridge

Cheryl Blum

Consuelo Cabral

John Dalby, Jr.

Laura Desmarais

Brent Loebig

Mike Rothkopf

Leanne Sardiga

Kunal Vora

John Wallerius

Dr. Leatha Ware

Sue Winkler

Jeff Zidell

Founder
Dorothy McIntyre

DuPage County Member Initiative
District 2 and District 6

Re: The Conservation Foundation's Funding Proposal for the DuPage Member Initiative in District 2 and District 6.

Dear DuPage Member Initiative District 2 and District 6 Funding Boards,

On behalf of People's Resource Center (PRC), I am pleased to express our support for The Conservation Foundation's funding proposal to the DuPage Member Initiative for the Green Earth Harvest farm program and its Farm to Pantry initiative.

Through these programs, The Conservation Foundation has been able to provide fresh, locally grown vegetables to several food pantries across DuPage and Will Counties, ensuring that families facing food insecurity have access to nutritious, high-quality produce. At PRC, we are eager to partner with The Conservation Foundation to better serve our communities—particularly by increasing fresh produce options at our WeGo Market at Leman Middle School in West Chicago.

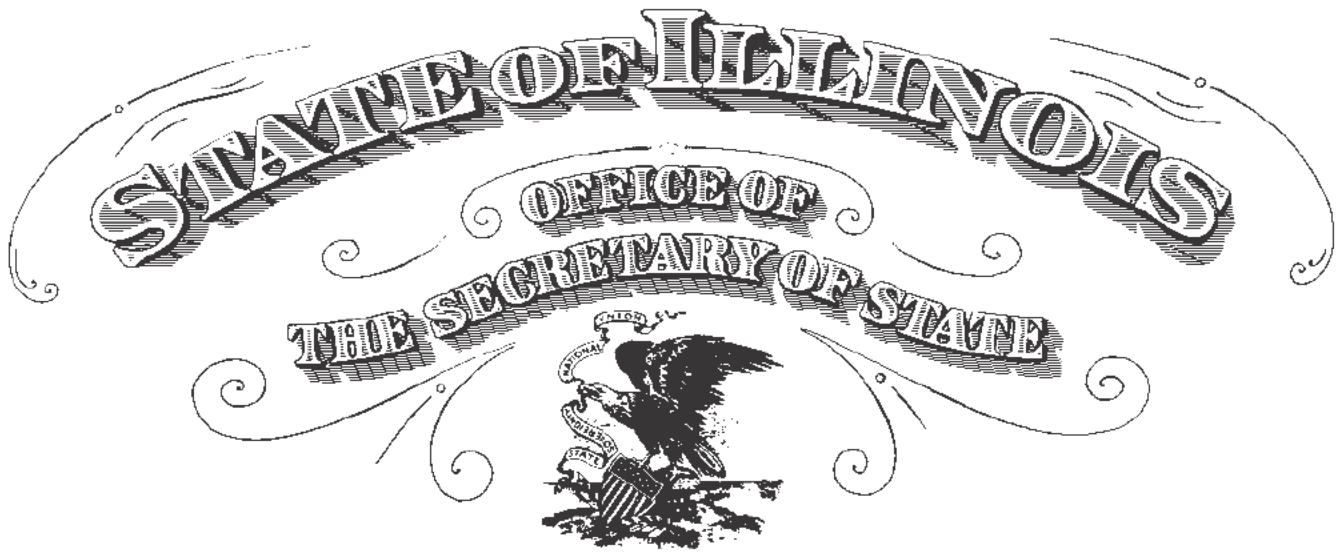
This partnership directly supports PRC's commitment to nutrition and wellness, which prioritizes providing culturally familiar, nutrient-rich foods to the diverse populations we serve. By increasing access to fresh vegetables at our Leman Middle School pantry, we will make a tangible impact on the health and well-being of local families.

Additionally, we see this collaboration as a crucial first step in scaling the program to expand fresh produce offerings at our Wheaton and Westmont pantry locations. Over the next year, we look forward to working with The Conservation Foundation to develop a cost-effective, sustainable purchasing model that will strengthen food access across DuPage County.

We strongly encourage your support of this funding proposal, which will help ensure that families in our community receive the fresh, nutritious food they need to thrive. Please feel free to contact me if you need any additional information.

Sincerely,

Jeni Fabian
CEO



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
Amy Phillips	630 428-4500, ext 113	aphillips@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 that I have received, have read, and understand these requirements.

Authorized Signature

Printed Name

Brook McDonald

Title

President/CEO

Date

Feb. 24, 2025

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