

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

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

WHEREAS, THE CONSERVATION FOUNDATION (“Agency”) is a 501(c)(3) organization created under the Internal Revenue Code, and

WHEREAS, the County has established the Member Initiative Program which permits members of the County Board to advance items which benefit their district and assigns certain amounts of public funds for those purposes; and

WHEREAS, the County’s funding for each Agency is not a donation and must be used to perform certain services or functions within the County’s statutory authority to perform; and

WHEREAS, the County and the Agency are hereafter sometimes referred to as the “Party” and collectively referred to herein as “the Parties”; and

WHEREAS, the Parties have prepared this Agreement to govern the distribution of the grant funds identified above.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

1. **Purpose of the Agreement.** The Purpose of this Agreement is to define the project for which grant funds are to be used and provide funding for eligible expenses.
2. **Recitals.** The recitals to this Agreement are incorporated as though set forth fully herein.
3. **Term.** This Agreement shall remain in effect through December 31, 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.
4. **Project Description.** Agency shall receive forty thousand dollars (\$40,000.00) 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 forty thousand dollars (\$40,000.00). 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.

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

Jennifer Hammer,
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	\$30,000
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 300 units of vegetables for 20 weeks (late June - October), amounting to approximately 9,000 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	Paula Deacon Garcia
District	District 2
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)

EYFP Farm to Pantry Letter of Support Needed

From Sheryl Fasone <sfasone@theconservationfoundation.org>

Date Fri 2/14/2025 1:22 PM

To Amy Phillips <aphillips@theconservationfoundation.org>

From: Sheryl Fasone

Sent: Monday, February 3, 2025 12:01 PM

To: Sheryl Fasone <sfasone@theconservationfoundation.org>

Subject: FW: Farm to Pantry Letter of Support Needed

From: Walter Salek <[REDACTED]>

Sent: Monday, February 3, 2025 10:35 AM

To: Sheryl Fasone <sfasone@theconservationfoundation.org>

Cc: Kathie Watts <kathie@eyfp.org>

Subject: Re: Farm to Pantry Letter of Support Needed

Hello Sheryl,

It was good to meet you at the Endeavor Health event. I'd like to confirm that the Elmhurst Yorkfield Food Pantry is eager to continue our relationship with The Conservation Foundation's Green Earth Harvest farm program and their Farm to Pantry initiative. Doing so will help us better meet the immense need for fresh, nutritious and culturally-familiar produce at our community pantry. We are able and committed to receiving and distributing vegetables during each week of Green Earth Harvest's twenty-week harvest season through our food pantry in District 2. As we discussed, our needs grew over 2024 and the ending of the ARPA program will make it challenging to reliably acquire fresh produce. We appreciate your assistance and please let me know if we can do anything else to help. Thanks,

Walter Salek

EYFP Board President



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



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

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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	Saba Haider	
District	5	
Signature		

SECTION IV Supplemental Documents

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