# A GRANT AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND VIOLET'S KITCHEN

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

WHEREAS, VIOLET'S KITCHEN ("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 18<sup>th</sup> 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 by effective until it has been executed and approved by the same Parties who approved and executed the original Agreement or their successors in office.
- 10. Waiver. If the County fails to enforce any provision of this Agreement, that failure does not waive said provision or the County's right to enforce it.
- 11. Sole Agreement. This Agreement contains all negotiations between the County and Agency. No other understanding regarding this grant Agreement, whether written or oral, may be used to bind either Party.
- 12. Liability. The Agency agrees to indemnify, save, and hold the County, its officers, agents and employees, harmless from any claims or causes of action, including attorney's fees incurred by the County, arising from the performance of this Agreement by the Agency, its officers, agents or employees. This clause will not be construed to bar any legal remedies the Agency may have for the County's failure to fulfill any of the County's obligations under this Agreement. Notwithstanding any provisions of this Agreement to the contrary, indemnification under Section 12 of this Agreement shall be limited to the Agency's allocation, less any amount unspent.

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#### VIOLET'S KITCHEN

Deborah Conroy	- Susan Fěhling,
Chair, DuPage County	Executive Director
ATTEST:	
Jean Kaczmarek,	v
County Clerk	



#### MEMBER INITIATIVE PROGRAM APPLICATION - Please complete all sections for submission

**SECTION I Organization Information** 

SECTION TO Gamzation I	
Organization	Violets Kitchen
Contact Person	Susan Fehling
Address	320 N Silverleaf Blvd
City	Carol Stream
Phone Number	630-967-8927
Email	violetskitchen519@gmail.com

**SECTION II Project Description** 

SECTION II I Toject Desci	
Project Title	Mobile emergency resource for food and survival gear for homeless veterans and those in need
Cost of the Project	\$10,000.
Brief Description of the Scope of Initiative	Direct outreach using Violets Kitchens RV as a mobile tool to deliver emergency food, survival gear and hope to homeless/under served Veterans, and other citizens where it is needed. Provide lunches/hot meals and hard goods to area homeless shelters and crisis centers to support their street outreach and intake programs. Work primarily in DuPage county but includes Eastern Kane county. The scope of our outreach is relative to the current need and requires some flexibility.
Desired Outcomes	Continuing to work toward eradicating hunger, providing much needed survival gear to street residents and finding ways to connect those in need to food pantries, social services and other areas for assistance. I would hope to have a significant impact on the quality of lives for our street residents and those who struggle with nutritional deficits or are at risk of becoming homeless.

### **SECTION III Signature**

District 6 Signature	Member Name	Jim Zay	
Signature	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)



"A mobile emergency resource for food and supplies for homeless veterans and those in need."

violetskitchen519@gmail.com

05/16/2025

MIP committee,

Please include the below information in my MIP application as to categorized expenditures and amount budgeted for each category. I can be specific regarding the winter wear and survival gear, but the food category is more generalized, based on the cost of the last 6 months of meals I have distributed. The number of people we serve may change along with the prices of food, menu and what I find on sale or can get from food pantries. I am budgeting an approximation that I can work with.

Category:

**FOOD** 

\$5000.00

Meat, cheese, dairy, fruit, chips, snacks, produce, bread, canned/boxed food/broth, seasonings/condiments, water

#### **COLD WEATHER GEAR**

\$4500.00

Coats, knit caps, gloves, wool socks, boots, neck warmers, sleeping bags, tarps, tents, powerbanks, flashlights, mylar emergency ponchos and mylar sleeping bags, long underwear, Hot hands

#### **HARDGOODS**

\$300.00

Brown Lunch bags, zip lock bags, plastic wrap, aluminum foil, disposable bowls, cutlery, napkins, take out containers, computer paper, computer ink, card stock and envelopes.

#### PERSONAL HYGIENE

\$200.00

Dude wipes, bath wipes, first aid kits, dry shampoo caps, combs, Kleenex packs, electrolytes, bug spray

Thank you for your consideration and support for Violets Kitchen.

Susan Fehling, CEO

Violets Kitchen, NPO

630-967-8927



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

### REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

#### Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	N/A	
COMPANY NAME:	VIOLETS KITCHEN	
CONTACT PERSON:	Susan Fehling	
CONTACT EMAIL:	VioletsKiTcHEN 519 @ Gmail.com	

#### Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

Yes	
⊅ No	
If "Yes", co	mplete the required information in the table below

Has the Bidder made contributions as described above?

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

All contractors and vendors who have obtained or are seeking contracts with the County shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur. Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above. ☐ Yes No No If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below. NAME PHONE **EMAIL** Section III: Violations A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows: If information changes, within five (5) days of change, or prior to county action, whichever is sooner; 30 days prior to the optional renewal of any contract: Annual disclosure for multi-year contracts on the anniversary of said contract With any request for change order except those issued by the county for administrative adjustments The full text of the County's Ethics Ordinance is available at: http://www.dupagecounty.gov/government/county board/ethics at the county/ The full text of the County's Procurement Ordinance is available at: https://www.dupagecounty.gov/government/departments/finance/procurement/procurement ordinance and guiding principles.php Section IV: Certification By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and

certifies that the information submitted on this form is true and correct to the best of its knowledge.

Signature:

5/16/2025

Printed Name: <u>SUSAN FEHLING</u>

Title:



# To all to whom these Presents Shall Come, Greeting:

I, Alexi Giannoulias, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the

# Department of Business Services. I certify that

VIOLET'S KITCHEN, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON DECEMBER 27, 2022, 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 1ST day of APRIL A.D. 2025 .

Authentication #: 2509104506 verifiable until 04/01/2026

Authenticate at: https://www.ilsos.gov

