## A GRANT AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND ROSELLE COMMUNITY FOOD PANTRY

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

WHEREAS, ROSELLE COMMUNITY FOOD PANTRY ("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 twenty-five thousand dollars (\$25,000.00) 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 twenty-five thousand dollars (\$25,000.00). 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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ROSELLE COMMUNITY FOOD PANTRY,

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Deborah Conroy	Vicki Johnson,
Chair, DuPage County	Executive Director
ATTEST:	
Jean Kaczmarek,	
County Clerk	



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

**SECTION I Organization Information** 

Organization	Roselle Community Food Pantry
Contact Person	Vicki Johnson
Address	425 W Irving Park Rd
City	Roselle
Phone Number	630 461132
Email	

**SECTION II Project Description** 

OLOTION III TOJECT DESCI	
Project Title	Food Pantry Build Out
Cost of the Project	\$25,000
Brief Description of the Scope of Initiative	To add an air curtain to warehouse overhead door per department of public health, security cameras, VOIP phone system, install industrial warehouse shelving, purchase one double commercial refrigerator and one commercial freezer.
Desired Outcomes	Air curtain keeps critters out. VOIP system allows us to provide seamless customer service to our families wherever we might be. Warehouse shelving will allow us increased storage for inventory. Additional refrigeration will allow us to provide more perishable items to our families. Cameras provide safety. Often times in difficult situations, people are not always at their best. This helps to protect our volunteers.

### **SECTION III Signature**

Member Name	Cindy Cronin Cahill, Sam Tornatore
District	1
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)

### To Whom it May Concern:

The Roselle Community Food Pantry was birthed in the basement of the Roselle United Methodist Church 10 years ago. We became an independent 501c3 5 years ago. We moved into our current location this past March. We serve families in northern DuPage County. Specifically, Roselle, Bloomingdale, and Medinah.

Our new location is an air-conditioned warehouse on the Amperage Campus at 425 W Irving Park Rd. but needed some build out to make it functional for our needs and to meet the requirements of the Department of Public Health. We have completed some things (flooring, walls, painting) but still have work to do and that's what we need funds for.

We still need to put in the required air curtain over a 14 foot door to prevent flying critters from entering, put up our industrial shelving to increase storage space, purchase two glass front commercial refrigerators to increase fresh produce storage capacity and purchase a glass front freezer to replace 2 smaller units and increase frozen capacity to better serve our families. Those units cost \$4389 each at our vendor The Webstaurant Store. We also need to purchase a scissor ladder to reach inventory on those higher shelves.

These are our most pressing needs. Thank you for your consideration.

Vicki Johnson Executive Director Roselle Community Food Pantry

### **Spire Corporation**

12N206 Tina Trail Elgin, IL 60124 +16305462133 kkusch24@att.net



## **Estimate**

**ADDRESS** 

Roselle Community Food Pantry 206 S Rush Street Roselle, il 60172 **ESTIMATE #** 1473 **DATE** 03/27/2025

ACTIVITY QTY AMOUNT

Provide and install Berner Air Curtin without heat.

14,551.00

Garage Style Door 12'6"w X 13'h - Insect Control 208/3 BERNER IDC14-3144AX 144" Industrial Direct Drive 14 Series Gray Housing 3 @ 1 HP Unheated 208/3 9012CS40A3P208-WY-24 Control Panel 9503MRS1F2-HD-24 Heavy Duty Magnetic Reed 24v

Provide and install new 30 circuit with 100-amp feed service panel

**TOTAL** 

\$14,551.00

Accepted By Accepted Date

## LEONARDO | & CO.

# Invoice

## 1363 SHERMER RD., SUITE 333 NORTHBROOK, IL 60062

Date	Invoice #
4/21/2025	0421251700

Bill To	
425 W IRVING PARK RD ROSELLE IL 60172	

P.O. No.	Due Date	Project
	4/21/2025	

Quantity	Description	Rate	Amount
1	Data Drops (Qty.6) = \$555 Camera, Switch, Networking Rack, UPS Battery Pack - = \$2,40 Installation, Configuration, Setup & Programming Total = \$2,955 (Due - Completion)	2,955.00	2,955.00
1	Monthly - Internet, VOIP (1), Qty. 3 Cameras Online w/ Mobile App - \$329.15 (Equipment 36 Months)	329.15	329.15
	Out-of-state sale, exempt from sales tax	0.00%	0.00
	ı	Total	\$3,284.15

## **Warehouse Equipment**

W132 N10424 Grant Drive Germantown, WI 53022

www.warehouse-equipment.co

NAME / ADDRESS / ATTN: / PH. / FAX #

Amperage Electric Supply 359 W Irving Park Rd Roselle, IL. 60172

Att: Vito

## **Estimate**

4/22/25	14094
DATE	ESTIMATE NO.

P.O. NO.	TERMS	DUE DATE	DUE DATE REP		FOB		Credit Limit	
	NET 15	5/7/25	,	JS	Ge	rmantown,WI		
DESCRIPT	TION	QTY		U/M		COST	TOTAL	
We are pleased to quote a	s follows							
Used TD Frames; 42" W x Used TD Beams; 96" W x Fabbed (resized) Beams; Wire Decks; 46" W x 42" D Wire Decks; 52" W x 42" D	2.5" H 114" W x 4" H 0 w/3 channels 0 w/3 channels		14 44 30 22 22			90.0 19.0 55.0 25.0 27.5	0 836.00T 0 1,650.00T 0 550.00T 0 605.00T	
Wire Decks; 58" W x 42" D Delivery By Warehouse Ed		<b>y</b>	12 1			35.0 225.0		
Est Lead Time: 2-3 weeks  Painting Option: ADD \$1,9 paint the rack frames & be								
TAX EXEMPT						0.0	0.00	

**TOTAL** \$5,546.00

Valid for 30 days. NO RETURNS ON CUSTOM FABRICATED ITEMS OR SPECIAL ORDERS. All used materials / equipment sold "as is/where is". No warranties or guarantees implied or expressed.

**SIGNATURE** 





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:	
COMPANY NAME:	Roselle Community Food Pantry
CONTACT PERSON:	David Bednash
CONTACT EMAIL:	dave @ bedrash consulting. 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.

Has the Bidder made contributions as described above?



If "Yes", complete the required information in the table below.

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

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 w	tho are or will be
having contact with county officers or employees as described ab	ove.		

	Yes
X	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.

Printed Name	= David	Bedrush	Signature:		
Title:	urman, Roselle	Commity Fool Partry	Date:	6-16-25	



## 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

ROSELLE COMMUNITY FOOD PANTRY, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON MAY 15, 2018, 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 4TH
day of FEBRUARY A.D. 2025.

Authentication #: 2503503660 verifiable until 02/04/2026 Authenticate at: https://www.ilsos.gov

