

**A GRANT AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND LOAVES AND  
FISHES**

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

WHEREAS, LOAVES AND FISHES ("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 fifteen thousand dollars (\$15,000.00) 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 fifteen thousand dollars (\$15,000.00). 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.
13. **Permits.** The Agency shall comply with all local, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to the project which forms the basis for this grant. Nothing in this agreement shall be found to act as an approval of any specific works which require separate county permitting approval, such as stormwater or building permits.

COUNTY OF DUPAGE

LOAVES AND FISHES,

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Deborah Conroy  
Chair, DuPage County



Mike Havala,  
Chief Executive Officer

ATTEST:

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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	Loaves & Fishes Community Services
Contact Person	Megan Lynch
Address	1871 High Grove Lane
City	Naperville
Phone Number	630-355-3663
Email	mlynch@loaves-fishes.org

**SECTION II Project Description**

Project Title	Protecting Our Planet by Composting Food Waste
Cost of the Project	\$290,000 (\$15,000 requested)
Brief Description of the Scope of Initiative	Loaves & Fishes is requesting \$15,000 to support a composting project at our Food Distribution Hub that will reduce food waste and strengthen environmental sustainability. The funding will help cover critical infrastructure needed to operate an industrial composting system, including a protective shelter, electrical installation, and site preparation. This system will allow us to compost inedible rescued food on-site, reducing landfill waste and lowering disposal costs, while supporting a healthier community and environment.
Desired Outcomes	<p>Loaves &amp; Fishes rescues food daily from local grocery stores through our Food Rescue Program, ensuring families in need have access to healthy, nutritious food. While the majority of rescued food is high quality, a small portion must be discarded due to poor condition or compromised packaging, making it unsuitable for distribution. Currently, this food must be hauled away and disposed of in landfills at our expense. This project will allow us to compost that inedible food on-site, diverting over 300,000 pounds of waste from landfills each year.</p> <p>The compost will be picked up and used by collaborators such as The Conservation Foundation and the Naperville Park District to support local gardens and green spaces. In addition to reducing environmental impact, composting on-site will lower our waste hauling costs, allowing us to reinvest those funds into food distribution and client support. This project strengthens our operational sustainability while deepening collaboration across the community.</p>

**SECTION III Signature**

Member Name	Sadia Covert	
District	District 5	
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:** [Shields, Evan](#)  
**Cc:** [Eric Gardner](#); [Mike Havalala](#)  
**Subject:** RE: DuPage County funding  
**Date:** Monday, July 28, 2025 2:45:39 PM  
**Attachments:** [DuPage County Board Member Initiative Request Loaves & Fishes.pdf](#)

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Hi Evan,

Hope you had a great weekend! Attached please find our Board Member Initiative request paperwork for County Board Member Sadia Covert. The request is for \$15,000 toward our “Feed the Earth, Feed the Community” initiative. I’ve provided more context below. Please don’t hesitate to reach out with any questions and thanks again!

### **Feed the Earth, Feed the Community**

At Loaves & Fishes Community Services, we believe that nourishing people and caring for the planet go hand-in-hand. That’s why we launched **Feed the Earth, Feed the Community**—a community-driven fundraising campaign to support our new composting initiative. This project brings food full circle, from farm to grocer to pantry—and back to the soil.

An industrial-size composter is slated to be installed by the end of 2026 at our Aurora Food Distribution Hub, located at 580 Exchange Court in DuPage County. This investment supports our ability to serve 10,000+ people each week while aligning with long-term environmental sustainability goals.

Here’s how it works:

- On an average food distribution day, Loaves & Fishes provides 20 tons of food to our clients.
- Approximately 35% of the food we distribute is rescued from generous local grocery partners.
- While the majority of that food goes directly to the families we serve, some items aren’t suitable for distribution—totaling more than 300,000 pounds of food waste annually.
- Instead of sending that food waste to landfills, we will process it on-site with our own commercial composter.
- With this new system, inedible rescued food will be converted into rich, nutritious compost. That compost will then be shared with local community partners, including The Conservation Foundation, which grows fresh produce that returns to Loaves & Fishes for distribution—closing the loop in the most sustainable way.

This project strengthens our food recovery efforts, supports sustainability, and reinforces our commitment to building a healthier, more resilient regional food system. We appreciate the DuPage County Board’s consideration and would welcome the opportunity to discuss this project further.

Thank you!

Megan

*Megan Lynch*  
Executive Vice President,  
Advancement  
630.355.3663 x179







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:	Loaves & Fishes Community Services
CONTACT PERSON:	Megan Lynch
CONTACT EMAIL:	mlynch@loaves-fishes.org

### **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?

☐ Yes

☒ No

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 who are or will be having contact with county officers or employees as described above.

☐ Yes

☒ 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/](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](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.

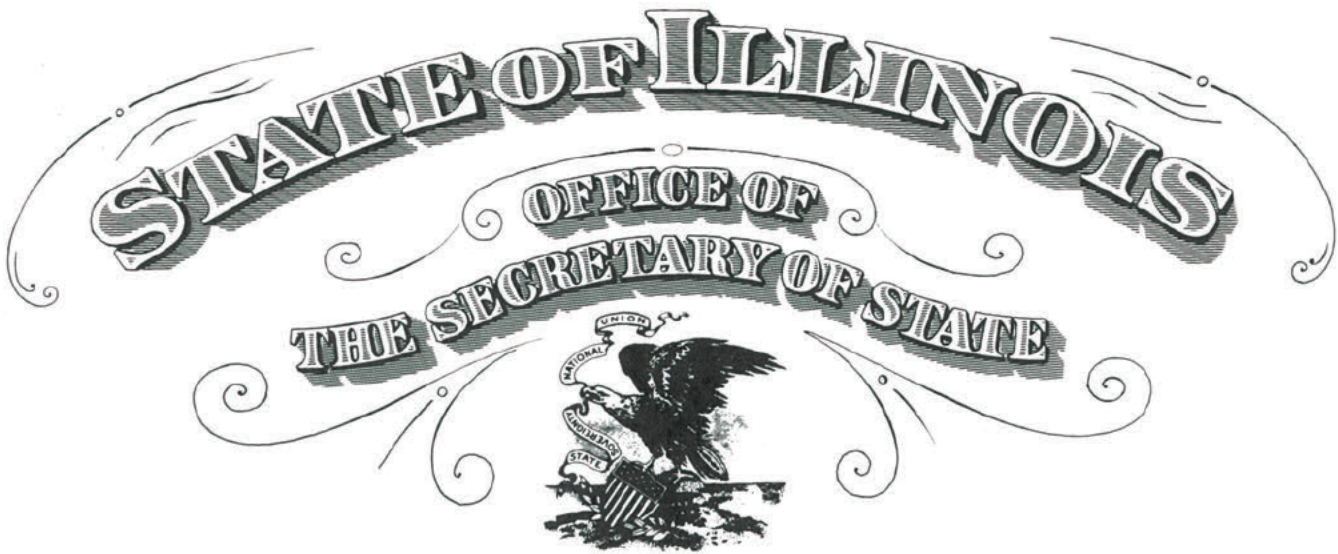
Printed Name: Megan Lynch

Signature: 

Title: Executive Vice President, Advancement

Date: 07/23/2025





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

*I, Alexi Giannoulas, 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*

LOAVES & FISHES COMMUNITY SERVICES, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON AUGUST 06, 1991, 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 28TH day of JULY A.D. 2025 .*