EXHIBIT A

A GRANT AGREEMENT BETWEEN THE COUNTY OF DUPAGE
AND THE CONSERVATION FOUNDATION FOR THE FARM TO PANTRY PROGRAM

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

WHEREAS, the Conservation Foundation ("Agency") is a 501(c)(3) entity which strives to improve the health of the community and provides safe access to nature; 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 provide funding for the Farm to Pantry Program. The Farm to Pantry Program will provide locally grown fresh and organic produce to local DuPage County food pantries. The Agreement provides payment for organic produce and provides a process for reporting in compliance with federal, state, and local requirements.
2. **Eligible Uses.** Funds appropriated by the County Board for disbursement under this Agreement shall be used for produce grown and delivered at a rate of $3.12 per pound.
3. **Recitals.** The recitals to this Agreement are incorporated as though set forth fully herein.
4. **Term.** This Agreement shall remain in effect through November 30, 2024. Sections 6, 7, 8, 9, 10, 11, 13, 14, 15 and 16 of this Agreement shall remain in effect indefinitely and shall survive the termination of this Agreement.
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 $3.12 per pound for organic produce, in an amount not to exceed $93,600. The Agency shall submit invoices to the County which include pounds of produce grown and total cumulative amount.

8. **Reports to the County.** Effective June 1, 2023 through November 30, 2024, the Agency shall submit monthly reports to the County. These reports shall use the County's on-line portal for submitting performance metrics. Said metrics may include the number of pounds provided to local food pantries.

9. **Audit.** Under ARPA, the use of these funds may be audited and reviewed. The Agency agrees to retain and provide access to all financial records and documents related to the grant for a period of seven (7) years for local, state and federal audit purposes.

10. **Review of Operations.** The County may monitor and conduct an evaluation of operations funded. An evaluation may include a visit from County personnel to review all financial records pertaining to the program.

11. **Liquidated damages.** In the event that the United States Department of Treasury or any other entity authorized by law, audits the County's disbursal of ARPA funds and determines that the funds disbursed to the Agency were used for purposes other than those permitted under ARPA, the Agency agrees to indemnify the County and hold the County harmless against any and all liabilities, including judgments, costs and reasonable counsel fees, related to the disbursal of ARPA funds to the Agency. The Agency expressly agrees to reimburse the County for the cost of any penalty, fine, or judgment should the United States Federal Government penalize the County for any improper disbursal of ARPA funds under this Agreement.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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 11 of this Agreement shall be limited to the Agency's allocation, less any amount unspent pursuant to Section 11 of this Agreement, but said limitation shall not be applicable to any fines or penalties assessed by the Federal Government for failure to comply with the provisions of ARPA or other federal law.

[SIGNATURE PAGE TO FOLLOW]

THUS, in witness thereof, the Parties have executed this Agreement on the date first written below.

The County of DuPage

By: _____

Print Name: _____

Title: _____

Date: _____

The Conservation Foundation

By: _____

Print Name: _____

Title: _____

Date: _____