

EXHIBIT A

AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND
FAMILY SHELTER SERVICE OF METROPOLITAN FAMILY SERVICES DUPAGE
IN THE AMOUNT OF \$150,000

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

WHEREAS, Family Shelter Service of Metropolitan Family Services DuPage ("Agency") is a 501(c)(3) non-profit agency that works to help victims of domestic violence escape abuse and rebuild their lives; 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 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 the Agency with funding in the amount of \$150,000 for the renovation and re-design of the Garden Floor Level.
2. **Eligible Uses.** Funds appropriated by the County Board for disbursement under this Agreement shall be used for capital expenses to support the renovation and re-design of the Garden Floor Level of the Agency's facility located at 605 E. Roosevelt Road, Wheaton, IL 60187. Renovations shall include transforming the space to allow for larger group rooms, counseling spaces, and more client-focused spaces.
3. **Payment.** The County agrees to pay the Agency \$150,000 for capital expenses related to the renovation and re-design of the Garden Floor Level at the Agency's facility. For payment to be issued, the Agency must provide: (i) a fully executed copy of this agreement, and (ii) an invoice for estimated eligible capital expenses. Payments for eligible expenses authorized under this Agreement shall be made within thirty (30) days of receipt of the fully executed copy of this Agreement and invoice.
4. **Report to the County.** No later than November 30, 2025, the Agency shall submit one final report to the County. This report shall use the County's on-line portal. Said report shall provide final proof of payment that verifies the

\$150,000 paid amount. Proof of payment may include, but not be limited to, supporting documentation such as receipts, bank statements, or check stubs.

5. **Recitals.** The recitals to this Agreement are incorporated as though set forth fully herein.
6. **Term.** This Agreement shall remain in effect through November 30, 2025.
7. **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.
8. **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.
9. **Audit.** The use of these funds may be audited and reviewed by the Office of the County Auditor, external audit, and single audit. The Agency agrees to retain and provide access to all financial records and documents related to this Agreement for a period of not less than seven (7) years for 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 observe the Agency's renovation and re-model.
11. **Liquidated Damages.** 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 disbursement of funds to the Agency. The Agency expressly agrees to reimburse the County for the cost of any penalty, fine, or judgment should any improper disbursement of funds under this Agreement be identified.
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 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.

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 the 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 of this Agreement shall be limited to the Agency's allocation, less any amount returned to the County pursuant to Section 11 of this Agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK]

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: Deborah A. Conroy
Title: County Board Chair
Date: December 10, 2024

**Family Shelter Service of
Metropolitan Family Services**

By: _____
Print Name: _____
Title: _____
Date: _____