

EXHIBIT A

FIRST AMENDMENT TO THE GRANT AGREEMENT
BETWEEN THE COUNTY OF DUPAGE AND DUPAGEPADS
TO PROVIDE INTERIM HOUSING

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

WHEREAS, DuPagePads strives to end homelessness and provide support services to the community; and

WHEREAS, the County and DuPagePads ("Agency") are hereafter sometimes referred to as the "Party" and collectively referred to herein as "the Parties"; and

WHEREAS, the Parties have prepared this amended Agreement to govern the distribution of grant funds and extend the use of funds through March 31, 2024.

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 hotel-based shelter in response to the increased demand caused by the COVID-19 pandemic, as well as a temporary case manager to manage assigning and renewing the hotel rooms. The Agreement provides reimbursement for eligible expenses and provides a process for reporting on reimbursements 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 to provide: (1) hotel rooms at a DuPage County hotel; and (2) a temporary case manager who shall manage assigning and renewing the hotel rooms.
3. **Recitals.** The recitals to this Agreement are incorporated as though set forth fully herein.
4. **Term.** This Agreement shall be effective December 1, 2022 through March 31, 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 disburse the funds to the Agency upon receipt of this Director, Department of Community Services-signed Agreement and counter-signed by the Agency.
8. **Report to the County.** The Agency shall submit one report no later than April 15, 2024 to the County for the period starting December 1, 2022 and ending March 31, 2024. The report shall reflect data for the entirety of the program and be submitted via the County's ARPA on-line performance metric portal. Said report shall include monthly expenditures, cumulative expenditures, and any other supporting documentation or invoices that verify these expenses. In addition, the Agency shall submit a one-time performance measure report that shall include, but not be limited to: the number of persons served, and any other demographic information which the organization regularly collects. To the extent that the following information can be lawfully collected; the income level of persons served, and the race/ethnicity of persons served shall also be provided.
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 observe and review the Agency's financial and program materials relating to the activities financed.
11. **Clawback, Liquidated Damages.** If the cumulative expenditures in the report for the period ending March 31, 2024 are less than the amount provided from the County to the Agency, then the Agency shall tender the difference to the County for use on other eligible ARPA projects no later than May 30, 2024. Further, in the event that the United States Department of Treasury or any other entity authorized by law, audits the County's disbursement 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 disbursement 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 disbursement 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 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, 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. The Agency also agrees to indemnify, save and hold the County harmless for any claims arising out of any of the hotel stays, including personal injury or other liability claims.

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: _____

DuPagePads

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