

EXHIBIT A

AGREEMENT BETWEEN THE COUNTY OF DUPAGE
AND LOAVES & FISHES COMMUNITY SERVICES
FOR FUNDING ITS HUB 2.0 EXPANSION

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

WHEREAS, Loaves & Fishes Community Services ("L&F") is an Illinois 501(c)(3) not-for-profit corporation located at 1871 High Grove Lane, Naperville, DuPage County, Illinois 60540, providing healthy food distribution and impactful programs to promote self-sufficiency to the residents in the Chicagoland area, including DuPage County; and

WHEREAS, L&F operates its Hub Facility at 580 Exchange Court, Aurora, DuPage County, Illinois 60504 ("Hub Facility"); and

WHEREAS, the County and L&F are hereafter sometimes referred to as the "Party" and collectively referred to herein as "the Parties"; and

WHEREAS, L&F seeks funding for its construction project ("Project") which will expand its Hub Facility and increase its capacity to serve individuals experiencing food insecurity; and

WHEREAS, the Parties have prepared this Agreement to govern the distribution of the funds identified above ("Agreement").

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 for the County to provide funding for the Project. This Agreement provides payment for eligible expenses as authorized in Section 2 and provides a process for reporting on the Project.
2. **Eligible Uses.** Funds appropriated by the County Board for disbursement under this Agreement shall be used for costs directly related to the design, development, construction and completion of the Project. Said funds shall be utilized only for the following:
 - i. A building addition to L&F's Hub Facility of approximately thirty-two thousand square feet (32,000ft²).

- ii. The interior finishes, racking, equipment, and other furnishings related to the building addition of the Hub Facility.
- 3. **Recitals.** The recitals to this Agreement are incorporated as though set forth fully herein.
- 4. **Term.** This Agreement shall begin on the date of countersignature ("Commencement Date"). Sections 5, 7, 8, 9, 10, 11, 13, 14, 15 and 16 of this Agreement shall remain in effect until December 31, 2028, and shall survive the termination of this Agreement.
- 5. **Payment.** The County agrees to reimburse L&F in an amount not to exceed \$2,500,000.00 for eligible expenses as authorized in Section 2. Reimbursement is contingent upon L&F submitting a fully executed agreement and an updated W-9. L&F shall submit reimbursement requests via the County's online portal. Requests must include backup documentation for itemized expenses, which may include but not be limited to: invoices, receipts, check copies, or other proof of payment. L&F represents that it has performed a competitive bid process for selecting the general contractor for construction of the Hub Facility.
- 6. **Termination.** Upon thirty (30) calendar days' written notice of intention to do so, either party may terminate all or part of the Agreement. The County, by written notice, may immediately terminate all or any part of the Agreement upon determination that the funds have been used, or are being used, for purposes other than those authorized in Section 2.
- 7. **Venue and Applicable Law.** The exclusive venue for disputes arising from this Agreement shall be the 18th Judicial Circuit Court, sitting in Wheaton, DuPage County Illinois. This Agreement shall be governed by the laws of the State of Illinois.
- 8. **Report to the County.** L&F shall report annually on performance before and after Project completion based on L&F's fiscal year ending June 30th. Said report shall include, but not be limited to: (i) the total number of people served broken down by county; (ii) the average number of people visiting per week; and (iii) the average number of visits per household per year. L&F shall submit its report via the County's online portal no later than September 30th each year. Said reports shall commence in 2026 and end in 2030.
- 9. **Audit.** L&F agrees to retain and provide access to all financial records and documents related to the funds 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 Project.
11. **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.
12. **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.
13. **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.
14. **Sole Agreement.** This Agreement contains all negotiations between the County and L&F. No other understanding regarding this Agreement, whether written or oral, may be used to bind either Party.
15. **Authority.** By signing this Agreement, signers represent that they have the authority to enter into this Agreement on behalf of the respective parties.
16. **Indemnification.** L&F shall indemnify, hold harmless and defend the County, its officials, officers, agents, and employees from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, L&F's negligent or willful acts, errors or omissions or any of L&F's contractor's or agent's negligent or willful acts in the construction related to the Project or this Agreement.

[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: March 24, 2026

Loaves & Fishes Community Services

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