

EXHIBIT A

AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND DUPAGEPADS
TO PROVIDE EMERGENCY WINTER SHELTER AND SERVICES
IN THE AMOUNT OF \$342,090 (ARPA INTEREST)

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 including domestic violence survivors; 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 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 additional temporary housing and services during the winter months in response to the increased number of residents experiencing homelessness. This Agreement provides payment for eligible expenses and provides a process for reporting.
2. **Eligible Uses.** Funds appropriated by the County Board for disbursement under this Agreement shall be used for the Emergency Winter Shelter Program ("Program") to: (i) provide hotel-based shelter, food, and support services for unsheltered persons, (ii) extend operating hours of the DuPagePads Access Center, and (iii) provide administrative support for the cost of the Program.
3. **Recitals.** The recitals to this Agreement are incorporated as though set forth fully herein.
4. **Term.** This Agreement shall be effective November 12, 2025, through June 30, 2026. Sections 6 through 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 \$342,090 contingent upon the Agency submitting a fully executed copy of this Agreement and an invoice to the County.
8. **Report to the County.** The Agency shall submit a final report to the County using the County's ARPA on-line portal. The final report is due no later than July 31, 2026, for the period starting November 12, 2025, and ending June 30, 2026. The report shall include: (i) the total number of individuals served per month, (ii) the total number of rooms provided per month, (iii) the total cost of rooms per month, (iv) the total cost of food provided per month, and (v) the total cost of program administration and operations per month (including the cost of extending the Access Center overnight).
9. **Audit.** The Agency 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 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 June 30, 2026, are less than \$342,090, then the Agency shall tender the difference to the County. 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 funds to the Agency. The Agency expressly agrees to reimburse the County for the cost of any penalty, fine, or judgment for any improper disbursal of 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. 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.

[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: November 25, 2025

DuPagePads

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