

**EXHIBIT A**

SECOND AMENDMENT TO THE GRANT AGREEMENT  
BETWEEN THE COUNTY OF DUPAGE AND NORTHERN ILLINOIS FOOD BANK

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

WHEREAS, Northern Illinois Food Bank ("NIFB") is an Illinois not-for-profit corporation organized and operated exclusively under section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, the County and NIFB 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.

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 a process to reimburse NIFB for food, essential commodities, distribution, administration and related operational expenses. With this support, NIFB will be able to distribute fresh produce, protein, and essential commodities (e.g., diapers, wipes, toilet paper, and detergent) to local food pantries in DuPage County.
2. **Eligible Uses.** Funds appropriated by the County Board for disbursement under this Agreement shall be used to provide reimbursement for food, essential commodities, distribution, administration, and related operational expenses. To be eligible for reimbursement, NIFB expenses must be accrued in the period of October 1, 2022 through June 30, 2025.
3. **Recitals.** The recitals to this Agreement are incorporated as though set forth fully herein.
4. **Term.** This Agreement shall begin October 1, 2022 and remain in effect through August 31, 2025. Sections 6, 7, 8, 9, 11, 12, 13, 14, 15 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 18<sup>th</sup> 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 award NIFB an additional amount of \$1,589,326 for food, essential commodities, distribution, administration, and related operational expenses, upon the signature of this amended agreement, for a new total grant amount of \$4,015,617. Total operational and administrative expenses related to the purchase and distribution of food and commodities to local food pantries may not exceed 5% of the new total grant amount. Monthly payment is contingent upon NIFB submitting monthly invoices with itemized expenses to the County. Itemized breakdowns shall include a category for administrative and operational expenses. Monthly invoices must include backup documentation for itemized expenses, which may include, but not be limited to: invoices, receipts, check copies, payroll ledgers, and timesheets.
8. **Report to the County.** Effective November 1, 2022 through July 15, 2025, NIFB shall submit monthly performance measure reports to the County. Reports submitted on the 15<sup>th</sup> of the month shall reflect data through the end of the prior month. Reports shall include, but not be limited to: (1) the amount of food and other essential commodities purchased; and (2) the list of food pantries assisted with estimated value of items provided to each food pantry.
9. **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.
10. **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.
11. **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.
12. **Sole Agreement.** This Agreement contains all negotiations between the County and NIFB. No other understanding regarding this grant Agreement, whether written or oral, may be used to bind either Party.

**13. Liability.**

- (a) NIFB 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 NIFB, its officers, agents or employees. This clause will not be construed to bar any legal remedies NIFB may have for the County's failure to fulfill any of the County's obligations under this Agreement. Notwithstanding any provisions of Section 15(a) of this Agreement to the contrary, indemnification under Section 15 of this Agreement shall be limited to \$150,000, less any amount returned to the County pursuant to Section 10 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.
- (b) NIFB agrees to indemnify, save and hold the County harmless for any claims arising out of any events, including personal injury or other liability claims, for which NIFB receives reimbursement of any expenses.

**14. No Joint Venture or Partnership.** The County and NIFB are not partners or joint venturers with each other and nothing herein shall be construed so as to make them such partners or joint venturers or impose any liability as such on any Party.

**15. Audit.** Under ARPA, the use of these funds may be audited and reviewed. NIFB 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.

[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: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Northern Illinois Food Bank**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_