

EXHIBIT A

AGREEMENT BETWEEN THE COUNTY OF DUPAGE
AND DUPAGEPADS TO PROVIDE INTERIM HOUSING
IN THE AMOUNT OF \$200,000

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 hotel-based shelter in response to the increased demand, as well as salaries for staff who are directly managing the hotel rooms and working with persons staying in them. 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 to provide: (1) hotel rooms at a DuPage County hotel; and (2) salaries for staff who are directly managing the hotel rooms and working with persons staying in them.
3. **Recitals.** The recitals to this Agreement are incorporated as though set forth fully herein.
4. **Term.** This Agreement shall be effective January 28, 2025 through June 30, 2025. 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 \$200,000. Payment is contingent upon a fully executed Agreement and an invoice from the Agency to the County's Building & Zoning Manager.
8. **Report to the County.** The Agency shall submit one report to the County's Building & Zoning Manager no later than July 31, 2025 for the period starting January 28, 2025 and ending June 30, 2025. The report shall include the total number of individuals served per month, the total number of rooms provided per month, the total cost of rooms per month, and the total cost of staff salaries per month.
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, 2025 are less than \$200,000, 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 disbursement 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 disbursement 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: January 28, 2025

DuPagePads

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