

EXHIBIT A

FIRST AMENDMENT TO THE GRANT AGREEMENT BETWEEN
THE COUNTY OF DUPAGE AND [INSERT LOCAL FOOD PANTRY AGENCY]
FOR THE LOCAL FOOD PANTRY INFRASTRUCTURE INVESTMENT PROGRAM
FOR AN EXTENSION TO THE ELIGIBLE EXPENSE END DATE

WHEREAS, on August 22, 2023, the DuPage County Board approved Resolution FI-R-0182-23 which permitted the use of ARPA funds for the Local Food Pantry Infrastructure Investment Program ("Program") in the amount of \$1,000,000 (Round 1); and

WHEREAS, on March 12, 2024, the DuPage County Board approved Resolution FI-R-0054-24 which added an additional \$500,000 in funds to the Program (Round 2, Part 1); and

WHEREAS, on June 25, 2024, the DuPage County Board approved Resolution FI-R-0108-24 which added an additional \$51,479.02 in funds to the Program (Round 2, Part 1); and

WHEREAS, on August 13, 2024, the DuPage County Board approved Resolution FI-R-0137-24 which extended the eligible expense end date from August 15, 2024 to October 31, 2024 (Round 2, Part 1); and

WHEREAS, said Resolutions provide for funding towards future long-term investments in the food pantry network; and

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

WHEREAS, [INSERT LOCAL FOOD PANTRY AGENCY] ("Agency") is a food pantry providing food, nourishment, and basic personal care items and services to the residents of DuPage County; and

WHEREAS, the County and the Food Pantries 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 (1) govern the use of the funds appropriated for infrastructure investments to help the Agency store, package, and deliver food and essential commodities; (2) establish a process for data collection and reporting; and (3) provide a process for issuing payments.
2. **Eligible Uses.** Appropriated funds shall be used to increase the Agency's capacity and to improve the Agency's operational efficiency within the County-wide network. Infrastructure investments may include either: (1) capital equipment purchases (e.g., vehicles, refrigerators, and forklifts), or (2) Information Technology ("IT") investments (e.g., laptops or pantry-specific software systems). Improvements to land or buildings are not eligible under this agreement. Funding for said infrastructure investments is limited to expenses incurred after August 22, 2023 and on or before October 31, 2024. The County may prioritize applications that: (i) have not previously received Program funds, (ii) improve the logistics of the overall food pantry distribution system, (iii) consolidate multiple agencies into one data reporting system, (iv) include budgets where the agency shares the total cost with the County, (v) are complete and detailed, and/or (vi) share resources between agencies (e.g., two agencies sharing a refrigerated truck).
3. **Recitals.** The recitals to this Agreement are incorporated as though set forth fully herein.
4. **Term.** This Agreement shall remain in effect through November 15, 2024. Sections 6, 7, 8, 9, 10, 12, 13, 14 and 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 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 funds to the Agency upon completion of: (i) an on-line portal submission including a Purchase Order or professional cost estimate

where appropriate, (ii) responses to County staff follow-up questions, (iii) a fully executed copy of this Agreement, (iv) a submitted Agency invoice to the County, and (v) an Office of the County Auditor approval.

8. **Report to the County.** No later than November 15, 2024, the Agency shall submit one final report to the County. This report shall use the County's on-line portal. Said report shall include cumulative expenditures and supporting documentation (e.g., receipts, bank statements, or check stubs) that verify the final paid amount.
9. **Audit.** Under ARPA, the use of these funds may be audited and reviewed by the Office of the County Auditor, external audit, single audit, and U.S. Department of the Treasury audit. The Agency agrees to retain and provide access to all financial records and documents related to this Agreement for a period of not less than seven (7) years for audit purposes.
10. **Clawback, Liquidated Damages.** If the cumulative expenditures in the final November 15, 2024 report for the period ending October 31, 2024 are less than the amount that the County paid, then the Agency shall tender the difference to the County for use on other eligible ARPA projects no later than November 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.
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 in office.
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 Agency. No other understanding regarding this grant Agreement, whether written or oral, may be used to bind either Party.
15. **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 under Section 10 of this Agreement shall be limited to the Agency's allocation listed in Exhibit B, 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.

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: _____

[Insert Local Food Pantry Agency]

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