

EXHIBIT A

AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND LOAVES AND FISHES COMMUNITY SERVICES (1871 HIGH GROVE LANE, NAPERVILLE), FOR THE ADMINISTRATION OF THE EMERGENCY RENTAL ASSISTANCE PROGRAM ("ERA2")

WHEREAS, Section 3201(a) of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) ("ARPA"), authorizes the United States Department of the Treasury ("Treasury") to make payments to certain eligible grantees under the Emergency Rental Assistance Program ("ERA2"); and

WHEREAS, Treasury has allocated funding to the County to provide rental assistance to eligible households within the County pursuant to ARPA; and

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

WHEREAS, Loaves and Fishes Community Services ("Agency") is a not-for-profit corporation organized under the laws of the State of Illinois and operating within DuPage County, Illinois; and

WHEREAS, the County and the Agency are collectively known herein as the "Parties"; and

WHEREAS, the County is authorized to provide economic relief to eligible low income households through Treasury's ERA2 program for the provision of rental assistance services and the costs of administering the ERA2 program; and

WHEREAS, the County desires to enter into an Agreement with the Agency to: (i) have the Agency provide rental assistance services, including eligibility determination upon application review, (ii) provide a process for payment from the County to the Agency, and (iii) provide a process for payment from the Agency to the landlord.

NOW, THEREFORE, in consideration of the mutual covenants and Agreements contained herein, the Parties hereby agree as follows:

1. Purpose of this Agreement: The County is entering into this Agreement with the Agency to provide ERA2 funds for rental assistance services to eligible households, as well as provide funds to the Agency for associated costs of administering the ERA2 program.

2. Term: This Agreement shall be in effect beginning on the date of the counter-signature of this Agreement ("commencement date") through January 31, 2026.

3. Eligible Uses: Funds allocated for rental assistance services and administered by the Agency are limited to eligible expenses on behalf of eligible DuPage County households, as defined by Treasury and as outlined in the DuPage County Emergency Rental Assistance Program Manual ("Manual"). The amount of financial assistance eligible households may receive under this section, when combined with financial assistance provided under Section 501 of Subtitle A of Title V of Division N of the Consolidated Appropriations Act, 2021 (Public Law 116-260), shall not exceed 18 months.

- a. Rental Assistance - Includes eligible payment of rent, rent arrears, utilities, and utility arrears charged via the landlord and other expenses as outlined in the Manual. Payments must be made to the landlord. No direct payments may be made to the assisted household. Rental assistance expenses are eligible through September 30, 2025.
- b. Administrative Fees - Includes administrative fees that are attributable to providing rental assistance and financial reporting through the closeout period which ends on January 31, 2026. Administrative fees will be provided at 10% of the eligible and approved ERA2 rental assistance funds distributed by the Agency.

4. Disbursement of the Grant Funds: Funds shall be disbursed in the following manner:

- a. In accordance with the Manual, the Agency shall process applications for rental assistance in the Neighborly Software portal. Once the Agency has completed processing and has approved the application, the application is eligible for payment from the County. To receive payment, the Agency shall submit an invoice to the County. To assist with payment processing, the County shall provide a standard invoice template that includes the case number, the rental assistance amount, and the itemized administrative fee. Individual invoices shall not span multiple quarters. The County agrees to pay the administrative fees to the Agency in an amount not to exceed 10% of the total eligible ERA2 rental assistance distributed by the Agency. The Agency may group multiple cases on one invoice.
- b. Upon receipt of the invoice from the Agency, the County shall disburse the payment to the Agency. Such payment

shall be supported by eligible and approved applications in the Neighborly Software portal.

- c. The Agency will issue payment to the landlord.
- d. As part of the Administrative Fee, it is the Agency's responsibility to verify that landlords receive and cash checks. On a quarterly basis (March 31, June 30, September 30, and December 31), the Agency shall provide the County a cumulative report showing individual checks issued, checks cleared, and checks returned. For proof of payment, this quarterly report shall include supporting bank statements with account number information redacted as needed. The Agency is required to cancel all outstanding checks that fail to be cashed for more than 60 days and must remit the resulting funds to the County.
- e. Available ERA2 program funds shall be reimbursed on a first come, first served basis, with all participating Agencies drawing from a common pool of funds until the funds are exhausted, or by September 30, 2025, whichever occurs first.
- f. The Agency shall return any unused advanced funds to the County no later than November 30, 2025.

5. Administration of the Grant: By entering into this Agreement, the Agency agrees to administer the ERA2 funds to residents (via the landlord) of DuPage County who meet all the qualifications as outlined in the Manual.

6. Reporting Requirements: The Agency shall enter all necessary ERA2 program data in the County's Neighborly Software on an ongoing basis and provide reports on cleared checks on a quarterly basis.

7. Review of Operations: The County may monitor and conduct an evaluation of operations funded by the ERA2 program. An evaluation may include site visits by County personnel to observe the program, and/or to review the Agency's financial and program materials relating to the activities financed or facilitated by the program.

8. Termination of the Grant: The Agency or the County, upon thirty (30) calendar days' written notice of intention to do so, may terminate all or part of the Agreement. The County, by written notice, may immediately terminate all or any part of the Grant upon determination that funds have been used, or are being used, for purposes other than those which are the basis for this Grant. Any unused advanced funds shall be returned to the County.

9. Recitals: The recitals to this Agreement are incorporated as though set forth herein.

10. Records/Indemnity: The Agency agrees to retain any records and receipts related to the expenditure of these funds for a period of no less than ten (10) years or the period of time which federal law requires these records to be retained, whichever is longer. In the event that the United States Office of the Inspector General, or any other agency empowered to audit the expenditure of funds under ARPA, deems that this expenditure, or any expenditure of grant funds covered by this Agreement, was not permitted under ARPA or amendments related thereto, the Agency agrees to indemnify, hold harmless, and make whole the County for any funds which the federal government recoups from the County, which were administered by the Agency. By signing this Agreement, the signers represent that they have the authority to enter into this Agreement on behalf of the respective parties.

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: _____

Loaves and Fishes Community Services

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