

EXHIBIT A

AMENDED GRANT AGREEMENT BETWEEN THE COUNTY OF DUPAGE
AND [INSERT LOCAL FOOD PANTRY AGENCY]
TO RELIEVE FOOD INSECURITY

WHEREAS, on September 13, 2022, the DuPage County Board passed Resolution FI-R-0373-22 allocating five million dollars (\$5,000,000) to help provide relief from food insecurity in response to the increased demand in food and essential commodities caused by the COVID-19 public health emergency; and

WHEREAS, on November 8, 2022, the DuPage County Board passed Resolution FI-R-0472-22 which granted one million dollars (\$1,000,000) to be distributed to Local Food Pantry Agencies; and

WHEREAS, the DuPage County Board has approved an increase to the original grant allocation in the amount of five hundred thousand dollars (\$500,000), for a new grant total of one million, five hundred thousand dollars (\$1,500,000); 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 amended 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 food and other essential commodities to residents of DuPage County in response to the increased demand caused by the COVID-19 pandemic, as well as to fund the purchase of equipment and supplies to improve operations. The Agreement provides reimbursement for eligible expenses and provides a process for reporting on reimbursements in compliance with federal, state, and local requirements.

2. **Eligible Uses.** Funds appropriated by the County Board for disbursement under this Agreement shall be used to provide: (1) the purchase of food and other essential commodities for distribution to residents of DuPage County in such a way that all food and essential commodities must be made available to any client of the Agency's regular food pantry distribution, and at no cost to the client; and (2) the purchase of equipment and supplies to improve the Agency's ability to safely store, package or deliver food and essential commodities to food pantry clients as long as the need for such equipment and supplies has been necessitated by increased demand or operational changes due to the COVID-19 pandemic for expenses incurred on or after March 3, 2021 and on or before November 30, 2023.
3. **Recitals.** The recitals to this Agreement are incorporated as though set forth fully herein.
4. **Term.** This Agreement shall remain in through November 31, 2023. Sections 6, 7, 8, 9, 10, 11, 13, 14, 15 and 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 disburse the funds per the allocations listed in Exhibit B upon receipt of this Director, Department of Community Services-signed Agreement and counter-signed by the Agency.
8. **Report to the County.** Effective November 15, 2022 through December 15, 2023, the Agency shall submit monthly reports to the County. These reports shall use the County's on-line portal. Reports submitted on the 15th of the month shall reflect data through the end of the prior month. Said reports shall include monthly expenditures, cumulative expenditures and supporting documentation or invoices that verify these expenses. In addition, the Agency shall submit monthly performance measures that shall include, but are not limited

to: the number of households served, and any other demographic information which the organization regularly collects. To the extent that the following information can be lawfully collected; the income level of households served, and the race/ethnicity of households served shall also be provided.

9. **Audit.** Under ARPA, the use of these funds may be audited and reviewed. The Agency 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.
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 final December 15, 2023 monthly report for the period ending November 30, 2023 are less than the amount provided as reflected in EXHIBIT B, then the Agency shall tender the difference to the County for use on other eligible ARPA projects no later than January 31, 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.
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 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 under Section 11 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 11 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.

[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: _____

[Insert Local Food Pantry Agency]

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