

EXHIBIT A

A GRANT AGREEMENT BETWEEN THE COUNTY OF DUPAGE
AND FAMILY SHELTER SERVICE OF METROPOLITAN FAMILY SERVICES
IN THE AMOUNT OF \$50,000

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

WHEREAS, Family Shelter Service of Metropolitan Family Services ("Agency") is a 501(c)(3) non-profit agency that works to help victims of domestic violence escape abuse and rebuild their lives; and

WHEREAS, the County and the 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 the Agency with funding in the amount of \$50,000 for the delivery of counseling, case management and advocacy support for the adult victims of domestic violence and their children. The Agreement provides payment for eligible expenses and provides a process for reporting on the payment 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 support salaries and fringe costs for staff to provide additional direct client services through June 30, 2024.
3. **Recitals.** The recitals to this Agreement are incorporated as though set forth fully herein.
4. **Term.** This Agreement shall remain in effect through August 30, 2024. 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 pay the Agency \$50,000 for expenses related to staffing costs for providing additional direct client services. For payment to be issued, the Agency must first provide a fully executed copy of this agreement accompanied by an invoice.
8. **Report to the County.** The Agency shall submit monthly reports using the County's ARPA on-line portal. Said reports are due no later than 15 days after the end of the month. Reports shall include performance metrics and expenditure summaries. Performance metrics reports shall include, but not be limited to, monthly data on: (i) the number of adults served per month, (ii) the number of children served per month, (iii) the number of individuals on the waitlist, (iv) number of individuals served by category (i.e., counseling, support groups, case management, and advocacy), and (v) the race/ethnicity of those served, to the extent that this information can be lawfully collected. Expenditure summaries shall include monthly expenditures, cumulative expenditures and supporting documentation that verify these expenditures (i.e., payroll ledgers, timesheets, and the Finance Department's payroll planning worksheet).
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. **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 performance measure report are less than the amount provided by the County to the Agency, then the Agency shall tender the difference back to the County no later than October 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 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, 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. 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.

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: November 28, 2023

**Family Shelter Service of
Metropolitan Family Services**

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