EXHIBIT A

AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND
THE DUPAGE COUNTY REGIONAL OFFICE OF EDUCATION
FOR THE USE OF ARPA FUNDS FOR THE TRUANCY PROGRAM
IN THE AMOUNT OF $108,753.29

WHEREAS, the American Rescue Plan Act of 2021 (P.L. 117-2) was signed into law on March 11, 2021 to provide COVID-19 relief and economic stimulus; and

WHEREAS, DuPage County ("County") received $179,266,585.00 (ONE HUNDRED SEVENTY-NINE MILLION, TWO HUNDRED SIXTY-SIX THOUSAND, FIVE HUNDRED EIGHTY-FIVE AND 00/100 DOLLARS) from the American Rescue Plan Act ("ARPA"); and

WHEREAS, the Illinois General Assembly has granted the County authority to enter into agreements and do all other acts in relation to the concerns of the County necessary to the exercise of its corporate powers (55 ILCS 5/5-1005); and

WHEREAS, the County and the DuPage County Regional Office of Education ("Agency") are hereafter sometimes referred to individually as the "Party" and collectively known herein as the "Parties"; and

WHEREAS, the American Rescue Plan Act supports mental health services and educational assistance, including funding for addressing educational disparities; and

WHEREAS, the Agency administers a Truancy Program ("Program") which is designed to assist schools in supporting the truancy laws and help students and their families to make good attendance a priority; and

WHEREAS, the County and the Agency have prepared the attached Agreement to govern the distribution of the grant funds for the Program identified above.

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

1. **Purpose.** The purpose of this Agreement is to: (i) govern the use of ARPA funds appropriated for the Program; (ii) establish a process for reimbursement; and (iii) provide reporting requirements on the use of the funds.
2. **Eligible Uses.** Funds allocated by the County Board for disbursement under this Agreement shall be used for payroll and benefit expenses related to administering the Program.

3. **Recitals.** The recitals to this Agreement are incorporated as though set forth fully herein.
4. **Term.** This Agreement shall remain in effect until July 31, 2025. Terms relating to indemnification and access to records shall survive indefinitely.
5. **Termination, Breach.** This Agreement may be terminated upon thirty (30) days' notice to 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. **Reporting.** The Agency shall submit monthly reports via the County's ARPA on-line portal. Said reports shall include monthly expenditures, cumulative expenditures, and supporting documentation that verifies proof of payment (e.g., invoices, receipts, check copies, and bank statements). In addition, the Agency shall submit monthly performance measures that shall include, but not be limited to the number of high schools participating in the Program, and the number of students placed in work-based learning opportunities.
8. **Payment.** The County agrees to reimburse the Agency in an amount not to exceed $108,753.29. Payments will be processed on a monthly basis. To process payments, the Agency shall submit an invoice along with the agreed upon information to the County's ARPA inbox at (ARPAexpenses@dupagecounty.gov).
9. **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.
10. **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.
11. **Waiver.** If the County fails to enforce any provision of this Agreement, that failure does not waive the provision or the County's right to enforce it.
12. **Sole Agreement.** This Agreement contains all negotiations between the County and the Agency. No other understanding

regarding this Agreement, whether written or oral, may be used to bind either party.

13. **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.
14. **Liquidated damages.** In the event that the United States Department of Treasury or any other entity authorized by law, audits the County's disbursal 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 disbursal 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 disbursal of ARPA funds under this Agreement.
15. **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.
16. **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.

[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: _____

DuPage County Regional Office of Education

By: _____

Print Name: _____

Title: _____

Date: _____