## Exhibit A

## Grant Agreement Between the County of DuPage and the City of Aurora

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

WHEREAS, the City of Aurora ("Aurora") is a municipal corporation, and

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

WHEREAS, Public Action to Deliver Shelter, Inc., doing business as Hesed House, ("Hesed House") is the second largest homeless shelter in the State of Illinois and the only facility of its kind in the western suburbs; and

WHEREAS, those in need of Hesed House's services come from many locations in the Chicagoland area, including DuPage County; and

WHEREAS, the Parties are desirous of providing financial support to Hesed House to assist it in safely and hygienically housing its homeless residents during the COVID-19/Coronavirus health emergency, and

WHEREAS, Hesed House has expanded its operations to include a warehouse, where residents are able to be appropriately spaced in order to mitigate the spread of COVID-19/Coronavirus among Hesed House residents, and

WHEREAS, the warehouse facilities are not winterized and require certain additional repairs and improvements to permit its year round operation, and

WHEREAS, Hesed House may require certain incidental supplies or equipment necessary to operate the warehouse as a socially distant shelter for its residents, and

WHEREAS, Aurora agrees that it shall administer the grant funds made available by the County pursuant to the following terms and conditions.

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

1. <u>Purpose of the Grant</u>: DuPage County is making the Grant to provide improvements to the physical property, plant, and equipment

of Hesed House in response to the unique difficulties Hesed House faces in serving the homeless population during the COVID-19/Coronavirus Health Emergency. Hesed House has been required to expand its shelter into an unwinterized warehouse in order to provide for appropriate distances between residents which prevents the spread of COVID-19/Coronavirus. This grant money may also be used for costs related to Hesed House's activities related to mitigating the spread and effects of COVID-19/Coronavirus.

- 2. Term of the Grant: The Grant shall be available beginning on the date of counter-signature of this Letter of Agreement (commencement date) and shall be available for expenses incurred due to the COVID-19 pandemic beginning on March 1, 2020 and any expenses incurred prior to December 30, 2020.
- 3. Eligible Uses: Funds may be used for the following;
  - The winterization of the facilities currently used to house homeless residents of Hesed House; and
  - The repair and replacement of property, plant, and equipment used to provide housing for the homeless during the COVID-19/Coronavirus; and
  - Renovation and improvement of the existing facilities to accommodate additional residents in a manner which will maximize the number of residents and mitigate the spread of Coronavirus/COVID-19.
  - The costs associated with adding additional personnel to serve the increased number of facility residents.
  - Reimbursement of any expenses incurred by Hesed House which are permitted and authorized under the CARES Act or any amendments thereto.
  - Funds may not be used to reimburse the City of Aurora for any expenses or costs not associated with the above activities.
  - Funds may not be used to finance the acquisition of real property by Hesed House.
- 4. <u>Disbursement of the Grant</u>: Funds shall be disbursed in one lump sum to the City of Aurora. Funds may be disbursed to Hesed House in any fashion which the City of Aurora finds appropriate and consistent with federal spending guidance. If the grant funds are not exhausted by December 30, 2020, Aurora shall return the unspent funds to the County.
- 5. Administration of the Grant: Aurora, by entering this Agreement, shall administer this grant to Hesed House and shall take all reasonable care in reviewing expenses or improvements submitted for reimbursement by Hesed House to ensure that they meet the requirements of this Agreement, the CARES Act, and any amendments

thereto. Aurora shall require Hesed House to certify that the expenses for which Hesed House requested grant monies are related to the purposes set forth in the CARES Act.

- 6. Reporting requirements of the Grant: Aurora shall submit two progress reports (format to be provided) to the County as follows:
  - First report for expenses incurred from March 1 October  $31\theta$ , 2020, due no later than November 15, 2020
  - Second report for expenses incurred from November 1, 2020-December 30,2020 due no later than January 7, 2021.

Such reports shall consist, at a minimum, of the amount of grant monies disbursed, a detailed statement of the purposes for which the disbursement was made, the status of the repairs or improvements for which the disbursement was made, and any other information which may be requested by the DuPage County Board or DuPage County Staff, or DuPage County Auditor in order to review, audit and benchmark the expenditure of the grant funds.

- 7. Review of Operations: The County may monitor and conduct an evaluation of operations funded by the Grant. An evaluation may include site visits by County personnel to observe the Project, and/or to review Aurora's financial and program materials relating to the activities financed or facilitated by the Grant.
- 8. Termination of the Grant: Aurora or DuPage County, upon thirty (30) calendar days' written notice of intention to do so, may terminate all or part of the Agreement. DuPage 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.
- 9. <u>Recitals</u>: The recitals to this Agreement are incorporated as though set forth herein.
- 10. Records/Indemnity. Aurora 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 Inspector General or any other agency empowered to audit the expenditure of funds under the CARES Act deems that this expenditure, or any expenditure of grant funds covered by this Agreement was not permitted under the CARES Act, or amendments related thereto, Aurora 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 Aurora. By signing this agreement, signers represent that they have the authority to enter into this agreement on behalf of the respective parties. This

paragraph shall constitute an agreement pursuant to Article VII of the Local Governmental and Governmental Employees Tort Immunity Act provide for the indemnification for liability arising out of the performance of this Agreement by the parties.

## TERMS OF DUPAGE COUNTY GRANT ACCEPTED AND AGREED TO: City of Aurora

Signature	:			
_	ichard Irvin	_		
	Mayor, City of	Aurora		
Date:				
Signature	:			
	Daniel J Cronin,		_	
	Chairman, DuPage	County Board		
Date:				
Date				