



Finance Resolution

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: FI-R-0134-23

Agenda Date: 5/9/2023

Agenda #: 9.O.

RESOLUTION
APPROVING THE CREATION OF THE SMALL AGENCY GRANT PROGRAM
IN THE AMOUNT OF \$1,050,000

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

WHEREAS, the County has allocated \$1,050,000 (ONE MILLION, FIFTY THOUSAND AND 00/100 DOLLARS) to fund the Small Agency Grant Program; and

WHEREAS, the County shall fund the Small Agency Grant Program ("Program") with investment earnings from the American Rescue Plan Act of 2021 ("ARPA") (P.L. 117-2); and

WHEREAS, County funding for each grant award shall be less than \$25,000; and

WHEREAS, the County's funding for each Agency is not a donation and must be used to support human service activities in accordance with the County's statutory authority under various sections of the Counties Code (Chapter 55 of the Illinois Compiled Statutes) and other miscellaneous statutory authority related to the provision of human services activities granted to counties by the Illinois General Assembly; and

WHEREAS, to be eligible for the Small Agency Grant Program, an Agency must: (i) be a 501(c)(3) organization in good standing with the Illinois Secretary of State; (ii) have annual revenue under \$300,000 as demonstrated by their most recently filed AG990-IL tax form; and (iii) provide programs and services in the areas of economic development including job readiness and literacy, education and mentoring, housing and shelter, behavioral health services, substance use disorder treatment, or food assistance; and (iv) complete an application detailing the specific activities and outcomes to be supported by County funds. Agencies which have previously received funding from the County under its Coronavirus Aid, Relief, and Economic Security Act ("CARES") (P.L. 116-136) program or its ARPA program are ineligible for the Program; and

WHEREAS, the County has established a review process for applicants for the Program. Eligible applicants must submit their application(s) through the County's Small Agency Grant Program on-line portal. The portal will be open for a 60-day period beginning no later than 10 business days from the date of this resolution; and

WHEREAS, upon closure of the on-line portal, County staff and Assistant State's Attorneys will review the applications for completeness and determine the legality and eligibility of the proposed program; and

WHEREAS, County staff will also determine the County Board district based on the Agency's address; and

WHEREAS, upon the determination of the Agency's district of residence, the three County Board members from each district will review the applications from their respective districts; and

WHEREAS, the three County Board members shall prepare a recommendation as to which grant applicants should have their application approved ("district recommendations") and the recommended amount of funding to be awarded to each approved applicant. These district recommendations shall be prepared by unanimous agreement of the three County Board members elected from each district and shall be submitted as a unanimous report to the Human Services Committee. Each district recommendation shall recommend awards not to exceed a total of \$175,000, such that the total for all six districts does not exceed \$1,050,000.

NOW THEREFORE, BE IT RESOLVED that the DuPage County Board authorizes the existence and creation of this grant program; and

BE IT FURTHER RESOLVED, that the DuPage County Board directs County staff to execute this grant program in accordance with the criteria set forth in this resolution.

Enacted and approved this 9th day of May, 2023 at Wheaton, Illinois.



DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: 
JEAN KACZMAREK, COUNTY CLERK

AYES 13
NAYS 0
ABSENT 5

EXHIBIT A

A GRANT AGREEMENT BETWEEN THE COUNTY OF DUPAGE
AND [INSERT AGENCY] FOR THE SMALL AGENCY GRANT PROGRAM

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

WHEREAS, [INSERT AGENCY] ("Agency") is a 501(c)(3) organization with an annual revenue of under \$300,000; and

WHEREAS, the County established funding for the Small Agency Grant Program under Resolution FI-R-0101-23; and

WHEREAS, County funding for each grant award shall be less than \$25,000; and

WHEREAS, the County's funding for each Agency is not a donation and must be used to support human service activities as set forth in Resolution FI-R-0134-23; 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 define eligibility, describe the selection process, establish reporting requirements, and provide funding for eligible expenses.
2. **Eligibility.** To be eligible for the Small Agency Grant Program, an Agency must: (i) be a 501(c)(3) organization in good standing with the Illinois Secretary of State; (ii) have annual revenue under \$300,000 as demonstrated by their most recently filed AG990-IL tax form; and (iii) provide programs and services in the areas of economic development including job readiness and literacy, education and mentoring, housing and shelter, behavioral health services, substance use disorder treatment, or food assistance; and (iv) complete an application detailing the specific activities and outcomes to be supported by County funds. Agencies which have previously

received funding from the County under its Coronavirus Aid, Relief, and Economic Security Act ("CARES") (P.L. 116-136) program or its ARPA program are ineligible for the Program.

3. **Eligible Uses.** Funds appropriated by the DuPage County Board for disbursement under this Agreement shall be used for eligible uses incurred on or after July 1, 2023 and on or before November 30, 2024. Funds must be used support programs, projects, or initiatives which address the areas of: (1) economic development including job readiness and literacy; (2) education and mentoring; (3) housing and shelter; (4) behavioral health services; (5) substance use disorder treatment; or (6) food assistance.
4. **Selection Process.** Eligible applicants must submit their application(s) through the County's Small Agency Grant Program on-line portal. The portal will be open for 60 days. County staff will review the applications for completeness. Staff will also determine the County Board district based on the Agency's address. The three County Board members from each district will review the applications from their respective districts. As a team, the three district County Board members will make recommendations to the Human Services Committee on selected Agencies. Each district team shall recommend awards not to exceed a total of \$175,000 such that the total for all six districts does not exceed \$1,050,000.
5. **Recitals.** The recitals to this Agreement are incorporated as though set forth fully herein.
6. **Term.** This Agreement shall remain in effect through December 31, 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.
7. **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.
8. **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.
9. **Payment.** The County agrees to pay the Agency \$[INSERT DOLLAR AMOUNT]. Payment is contingent upon: (1) compliance with

County rules and regulations; (2) County Board Member district review and recommendation; (3) follow-up responses to all County staff inquiries; (4) Accounts Payable review by Finance Staff and County Audit Staff; and (5) completion of a fully executed Agreement. Payments for eligible expenses authorized under this Agreement shall be made within thirty (30) days of receipt of the fully executed copy of this Agreement.

10. **Report to the County.** The Agency shall submit a summary to the County no later than December 31, 2024 via the County's on-line portal. Said summary shall include total cumulative expenditures and supporting documentation or invoices that verify these expenses. In addition, the Agency shall submit a performance measure or measures which demonstrates the service(s) provided (e.g., number of total households served).
11. **Audit.** 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 audit purposes.
12. **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 reports and materials relating to the activities financed.
13. **Clawback, Liquidated damages.** Should the Agency fail to use all of the funds distributed prior to November 30, 2024, the Agency shall return all unused funds to the County. Further, in the event that an entity authorized by law, audits the County's disbursement of funds and determines that the funds disbursed to the Agency were used for purposes other than those permitted under this Agreement, 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 funds to the Agency.
14. **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.
15. **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.

16. **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.
17. **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.
18. **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 13 of this Agreement shall be limited to the Agency's allocation, less any amount unspent pursuant to Section 9 of this Agreement.

[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 AGENCY]

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