

EXHIBIT A

FIRST AMENDMENT TO THE GRANT AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND POISED FOR SUCCESS FOR AN AMOUNT NOT TO EXCEED \$45,000

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

WHEREAS, Poised for Success is a 501(c)(3) which provides services for women who are seeking employment or reemployment; and

WHEREAS, the County and Poised for Success ("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 funds for services for low-income women who are seeking employment or reemployment, including interview skills/training, professional development, and business appropriate clothing. This Agreement provides funding for operating expenses.
2. **Eligible Uses.** Funds appropriated by the County Board for disbursement under this Agreement shall be used to provide for operating expenses.
3. **Recitals.** The recitals to this Agreement are incorporated as though set forth fully herein.
4. **Term.** This Agreement shall be effective March 14, 2023 through March 20, 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. **Report to the County.** The Agency shall submit one report no later than April 15, 2024 listing the number of individuals served for the period of April 1, 2023 through March 31, 2024.
8. **Payment.** The County agrees to disburse the funds in the amount of \$45,000 to the Agency upon receipt of an invoice and a fully executed contract.
9. **Audit.** 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 reports and materials relating to the activities financed.
11. **Clawback, Liquidated damages.** In the event that any 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 by state or federal law, 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. The Agency expressly agrees to reimburse the County for the cost of any penalty, fine, or judgment should an entity penalize the County for any improper disbursement of 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.

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: March 14, 2023

Poised for Success

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