

EXHIBIT A

A GRANT AGREEMENT BETWEEN THE COUNTY OF DUPAGE
AND THE CHILD FRIENDLY COURTS FOUNDATION
FOR THE SAFE HARBOR CHILDREN'S WAITING ROOM
IN THE AMOUNT OF \$40,750

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

WHEREAS, the Child Friendly Courts Foundation ("Agency") is a 501(c)(3) organization that maintains a children's waiting room for children whose parents have business in the DuPage County courthouse, known as the Safe Harbor Children's Waiting Room; 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 reimburse the Agency in the amount of \$40,750 to support the continuation of services provided by the Safe Harbor Children's Waiting Room to children whose parents have business before the 18th Judicial Circuit Court. The Agreement provides a process for the reimbursement of eligible expenses and a process for reporting on the funds 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 the Agency's operating expenses for the Safe Harbor Children's Waiting Room for the period of February 1, 2024 through November 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 January 31, 2025. 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 reimburse the Agency up to \$40,750 for operational expenses related to the services provided by the Agency for the Safe Harbor Children's Waiting Room. For payments to be issued, the Agency must provide the County with a fully executed copy of this agreement, subsequently accompanied by monthly invoices.
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 children served for the reporting month, and (ii) the cumulative number of children served. Expenditure summaries shall include monthly expenditures, cumulative expenditures and supporting documentation that verify these expenditures (i.e., bank statements, invoices, payroll ledgers, timesheets, and the Finance Department's payroll planning worksheet).
9. **Audit.** The use of these funds may be audited and reviewed by the Office of the County Auditor and external 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. **Liquidated Damages.** If the cumulative expenditures in the final performance metrics report are less than the amount awarded by the County to the Agency, then the County shall keep any unused funds in the ARPA Interest fund. Further, in the event that any entity authorized by law audits the County's disbursement of these 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 disbursal of funds to the Agency.

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.

[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: Deborah A. Conroy
Title: County Board Chair
Date: January 23, 2024

Child Friendly Courts Foundation

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