

**EXHIBIT A**

GRANT AGREEMENT  
BETWEEN THE COUNTY OF DUPAGE AND CHOOSE DUPAGE  
FOR CHOOSE DUPAGE TO MANAGE THE CONNECT DUPAGE  
SUPPLIER DIVERSITY PROGRAM

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

WHEREAS, Choose DuPage is an Illinois not-for-profit corporation organized and operated exclusively under section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, the County and Choose DuPage are collectively known herein as the "Parties"; and

WHEREAS, the DuPage County Board approved Resolution FI-R-0069-22 on January 25, 2022 approving the use of ARPA funds for the Connect DuPage Supplier Diversity Program ("Program"); and

WHEREAS, County wishes to continue funding for the Program using ARPA interest funds in the amount of \$50,000; and

WHEREAS, the Program shall provide economic development and business development services that include technical support and marketing services for County's new Disadvantaged, Minority, and Woman-Owned Business Enterprise Program ("D/M/WBE Program") established pursuant to resolution CB-R-0030-24 as approved on June 11, 2024; and

WHEREAS, the County has determined that Choose DuPage has the capacity and technical expertise to provide said services 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. **Purpose of the Agreement.** The County is providing funds to Choose DuPage to manage the Connect DuPage Supplier Diversity Program, which provides economic development and business development services.
2. **Eligible Uses.** Funds appropriated by the County Board for disbursement under this Agreement shall be used to:
  - a. Provide on-site technical support to the County's Contracting Equity Division and Procurement Division;

- b. Assist with the creation and operation of the County's new D/M/WBE Program, including developing new rules, policies, and procedures;
  - c. Promote the County's D/M/WBE Program;
  - d. Provide outreach to industry organizations, interest groups, and other government agencies to further the County's goals of equitable participation under the D/M/WBE Program;
  - e. Develop a mentoring program to help emerging disadvantaged businesses pursue County contracts;
  - f. Collaborate with the Business Development Center and the Illinois APEX Accelerator at College of DuPage to help disadvantaged, women-owned, and minority-owned businesses on certifications and referrals;
  - g. Develop marketing materials that highlight and explain County government procurement processes targeted to disadvantaged, women-owned, and minority-owned businesses;
  - h. Foster connections between disadvantaged, women-owned, and minority-owned businesses with existing members of the DuPage County business community; and
  - i. Create a marketing program to advertise the Connect DuPage Supplier Diversity Program services.
3. **Term of the Agreement.** The Agreement shall be in effect beginning on the date of counter-signature of this Agreement (commencement date) and shall expire on December 31, 2025.
4. **Payment.** The County shall provide funds in the amount of \$50,000.00. Funds shall be disbursed from the County in one lump sum to Choose DuPage within 30 days of this Agreement's execution. All funds must be expended no later than December 31, 2025. Any Funds not expended by December 31, 2025 shall be returned to the County by Choose DuPage.
5. **Grant Recipient Reporting.** Choose DuPage shall submit quarterly reports through the ARPA on-line Performance Metric portal from its database listing disadvantaged, women-owned, and minority-owned businesses contacted during the prior quarter.
6. **Review of Operations.** The County may monitor and conduct an evaluation of operations funded. An evaluation may include a visit from County personnel to review all financial records pertaining to the Program.
7. **Publicity and Announcements.** The County and Choose DuPage shall work together to coordinate public announcements and media plans for the Program. Unless expressly authorized under the terms of the media plan, no announcements in any media shall be made by

either Party without the prior written approval of the other Party. Each Party agrees to provide such proposed announcements to one another on a timely basis in order to permit prompt review and approval.

8. **Records/Indemnity.** The use of these funds may be audited and reviewed. Choose DuPage 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.
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. **Termination of the Agreement.** Choose DuPage or the County, upon thirty (30) calendar days' written notice of intention to do so, may terminate all or part of this Agreement. Upon such termination, Choose DuPage shall return any funds that are not expended or obligated to be expended for goods or services provided prior to the termination of this Agreement.
11. **Recitals.** The recitals to this Agreement are incorporated as though set forth herein.
12. **Governing Law.** This Agreement between the Parties is governed by the laws of the State of Illinois without regard to its conflicts of law principles. Venue for any disputes arising out of or in connection with this Agreement shall be sited in DuPage County, IL, or the appropriate federal court.
13. **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 or the appropriate federal court.
14. **Amendments.** This Agreement may be amended, modified, or supplemented only by an agreement in writing signed by each Party hereto.
15. **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.
16. **Sole Agreement.** This Agreement contains all negotiations between the County and Choose DuPage. No other understanding regarding

this grant Agreement, whether written or oral, may be used to bind either Party.

17. **Counterparts Electronic Delivery.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which, when taken together, shall constitute one and the same agreement. To the extent signed and delivered by means of electronic transmission, this Agreement shall be treated in all manner and respects and for all purposes as an original and shall have the same binding legal effect as if it were the original signed version thereof delivered in person.

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: September 24, 2024

**Choose DuPage**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_