

**EXHIBIT A**

GRANT AGREEMENT  
BETWEEN THE COUNTY OF DUPAGE AND CHOOSE DUPAGE  
FOR CHOOSE DUPAGE TO MANAGE THE CONNECT DUPAGE  
SUPPLIER 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 on January 25, 2022, approved the use of ARPA funds for the Connect DuPage Supplier Program ("Program") and on September 24, 2024, again approved funding for this Program; and

WHEREAS, the County wishes to continue funding this Program using ARPA interest funds in the amount of \$30,000; and

WHEREAS, the Program shall assist with the County's goal of increased participation from small businesses and businesses that have either not previously worked with the County or businesses with minimal experience working with the County ("new businesses"); and

WHEREAS, the Program shall foster new connections between small businesses, new businesses or suppliers seeking to increase their business with existing members of the DuPage County business community which will strengthen the supply chain in DuPage County; 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 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 outreach to industry organizations, interest groups, and other government agencies to further the County's goals of increased participation in County contracts from small businesses and businesses that have either not previously worked with the County or businesses with minimal experience working with the County ("new businesses");
  - b. Collaborate with the Business Development Center and the Illinois APEX Accelerator at College of DuPage to assist businesses on any applicable certifications and referrals;
  - c. Develop marketing materials that highlight and explain County government procurement processes targeted to small businesses or new businesses;
  - d. Foster new connections between small businesses, new businesses or suppliers seeking to increase their business with existing members of the DuPage County business community to strengthen the supply chain in DuPage County; and
  - e. Create a marketing program to advertise the Connect DuPage Supplier Program's 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, 2026.
4. **Payment.** The County shall provide funds in the amount of \$30,000.00. 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, 2026. Any Funds not expended by December 31, 2026 shall be returned to the County by Choose DuPage.
5. **Grant Recipient Reporting.** Choose DuPage shall submit quarterly reports through the on-line Performance Metric portal from its database detailing activities associated with Connect DuPage including informational and educational activities and listing County 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.

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: \_\_\_\_\_