A GRANT AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND TAKE CHARGE d/b/a POISED FOR SUCCESS

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

WHEREAS, TAKE CHARGE d/b/a/ POISED FOR SUCCESS ("Agency") is a 501(c)(3) organization created under the Internal Revenue Code, and

WHEREAS, the County has established the Member Initiative Program which permits members of the County Board to advance items which benefit their district and assigns certain amounts of public funds for those purposes; and

WHEREAS, the County's funding for each Agency is not a donation and must be used to perform certain services or functions within the County's statutory authority to perform; 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 the project for which grant funds are to be used and provide funding for eligible expenses.
- 2. Recitals. The recitals to this Agreement are incorporated as though set forth fully herein.
- 3. **Term.** This Agreement shall remain in effect through November 30, 2025. Sections 5, 6, 7, 8, 9, 10, 11, and 12 of this Agreement shall remain in effect indefinitely and shall survive the termination of this Agreement. Funds shall be expended prior to November 30, 2025.
- 4. **Project Description.** Agency shall receive fifteen thousand dollars (\$15,000) from the County. Agency shall undertake the following project or activities described in the Proposal attached hereto as Exhibit A.
- 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 pay the Agency fifteen thousand dollars (\$15,000.00). Payment is contingent upon: (1) compliance with County rules and regulations; (2) Accounts Payable review by Finance Staff and County Audit Staff including providing

sufficient invoicing and proof of purchase; and (3) completion of a fully executed Agreement. Payments shall be made in the form of reimbursement and upon invoice from Agency. Payments for eligible expenses authorized under this Agreement shall be made within thirty (30) days of receipt of completed invoices and proof of purchase. **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.

- 8. **Amendment.** Any amendment to the terms of this Agreement must be in writing and will not by effective until it has been executed and approved by the same Parties who approved and executed the original Agreement or their successors in office.
- 9. 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.
- 10. 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.
- 11. 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 12 of this Agreement shall be limited to the Agency's allocation, less any amount unspent.

COUNTY OF DUPAGE

TAKE CHARGE, d/b/a/ POISED FOR SUCCESS

Deborah Conroy	Gail Foster,
Chair, DuPage County	Executive Director
ATTEST:	
Jean Kaczmarek,	
County Clerk	



MEMBER INITIATIVE PROGRAM APPLICATION - Please complete all sections for submission

SECTION I Organizat	ion Information		
Organization	d.b.a. POISED FOR SUCCESS (Entity Name: TAKE CHARGE)		
Contact Person	GAIL FOSTER		
Address	55 W 22ND STREET, STE #112		
City	LOMBARD		
Phone Number			
Email	PoisedForSuccess@shcqlobal.net		

SECTION II Project Descr Project Title	EMPOWERING WOMEN IN NEED TOWARDS GAINFUL EMPLOYMENT
0 -	LIVIT OVERTING WOMEN IN NEED TOWARDS GAINT OF EMPLOT MENT
Cost of the Project	\$18,500.00 with grant of \$15,000 to defray costs
Brief Description of the Scope of Initiative	Providing vital support to Poised for Success in empowering women in need to achieve self-sufficiency through gainful employment. This includes funding for the purchase of professional attire, undergarments, and footwear, as well as acquiring new computers, tech accessories, marketing materials for greater outreach, security enhancements, storage & ciothing racks, and resources to manage unserviceable donations. Clothing: \$10,500 - Tech/software/security:\$5,300 - Banner and Printing; \$1,500 - Racks: \$1,200
Desired Outcomes	Provide greater resources to our clients, help streamline and improve operational services, and improve agency and community outreach. The ultimate goal is to help women re-enter the workforce / secure employment, and achieve long-term

stability, all while creating a supportive, judgment-free community for women affected by crises such as domestic violence, homelessness, and more.

SECTION III Signature

Member Name	Paula Deacon Garcia	
District	2	
Signature		

SECTION IV Supplemental Documents

Please attach the following (if applicable)

- Letters of Engagement from all involved organizations
- Vendor Ethics Disclosures
- Bid Documents
- Proof of Good Standing with IL Secretary of State for all partner organizations
- Tax Documents (such as W-9 forms, where applicable)



March 6, 2025

Paula Deacon Garcia
DuPage County Board Member, District 2
Office of the County Board
421 N County Farm Rd.
Wheaton, IL 60187

Subject: Letter of Engagement

Dear Paula Deacon Garcia,

We are pleased to partner with the DuPage County Board District 2 Member Initiative Program in support of our mission at Poised For Success.

This partnership is providing vital support for the purchase of professional attire, essential undergarments, and footwear for women in. Additionally, we are seeking much-needed assistance to address operational needs, including the acquisition of two new computers (Poised For Success has never had new computers, always relied on donated used equipment.), tech accessories, marketing materials, and security measures.

We are also in need of two storage cabinets and three additional clothing racks, as well as and bags to manage unserviceable donations. These resources are most helpful in delivering the highest level of service, both directly and indirectly, to our clients.

We deeply appreciate the support of the DuPage County Board District 2 Member Initiative Program in helping us fulfill our mission to empower women in need with great dignity and respect as they work toward gainful employment.

Your generosity and commitment are making a true difference in the lives of women in our community.

Sincerely,

Gail Foster Executive Director



Business Entity Search

Entity Information

Entity Name

TAKE CHARGE

File Number

62155817

Status

ACTIVE

Entity Type

CORPORATION

Type of Corp

NOT-FOR-PROFIT

Incorporation Date

04-09-2002

State

(Domestic)

ILLINOIS

Duration Date

Annual Report Filing Date

PERPETUAL

Annual Report

Year

2025

Agent Information

00-00-0000 GAIL FOSTER

55 W 22ND ST STE 112 LOMBARD, IL 60148-4885 **Agent Change** Date

04-15-2024

Services and More Information

Choose a tab below to view services available to this business and more information about this business.

Purchase Master Entity Certificate of Good Standing

File Annual Report

Change of Registered Agent and/or Registered Office

Adopting Assumed Name



DuPage County Finance Department Procurement Division 421 North County Farm Road Room 3-400 Wheaton, Illinois 60187-3978

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	TAKE CHARGE abou Poised For Surces
CONTACT PERSON:	CAIL FOSTER
CONTACT EMAIL:	Poised Fer Succense Stara lobal. net

Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

Has the Bidder made contributions as described above?

☐ Yes

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

All contractors and vendors who have obtained or are seeking contracts with the County shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur. Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above. Yes O'No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL
18		

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner;
- 30 days prior to the optional renewal of any contract;
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text of the County's Ethics Ordinance is available at: http://www.dupagecounty.gov/government/county board/ethics at the county/

The full text of the County's Procurement Ordinance is available at:

https://www.dupagecounty.gov/government/departments/finance/procurement/procurement ordinance and guiding principles.php

Section IV: Certification	
By signing below, the Bidder hereby acknowledges that it has certifies that the information submitted on this form is true an	
Printed Name GAIL FOSTER	Signatur
Title: ZD	Date: 4/2/2025