

EXHIBIT A

GRANT AGREEMENT BETWEEN THE COUNTY OF DUPAGE
AND THE WESTMONT LIONS CLUB
IN THE AMOUNT OF \$30,000

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

WHEREAS, the Westmont Lions Club ("Agency") is a 501(c)(3) which strives to provide humanitarian needs to the community; 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 County wishes to enter into a Grant Agreement ("Agreement") with the Agency to provide funding for the administration of a winter clothing program; 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 funding in the amount of \$30,000 for administering a winter clothing program, with the addition of food and personal care items, to local residents.
2. **Eligible Uses.** Funds appropriated by the County Board for disbursement under this Agreement shall be used to pay for eligible expenses incurred through November 30, 2027.
3. **Recitals.** The recitals to this Agreement are incorporated as though set forth fully herein.
4. **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.
5. **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.

6. **Payment.** The County agrees to pay the Agency \$30,000 for expenses related to the services provided by the Agency. For payment to be issued, the Agency must first provide a fully executed copy of this Agreement and an invoice to the County.
7. **Expense Verification.** The Agency shall email its receipt(s) through the County's online portal no later than December 31, 2027. Said receipt(s) shall include total cumulative expenses to verify the Agency has spent its funds in accordance with the terms of this Agreement.
8. **Audit.** The use of these funds may be audited and reviewed by the Office of the County Auditor and external auditors. 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.
9. **Clawback, Liquidated Damages.** Should the Agency fail to use all of the funds distributed prior to November 30, 2027, the Agency shall return all unused funds to the County. Further, in the event that an 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 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 disbursement of funds to the Agency.
10. **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.
11. **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.
12. **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.
13. **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.
14. **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.

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: August 11, 2026

Westmont Lions Club

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