

**EXHIBIT A**

FIRST AMENDMENT

TO THE GRANT AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND  
THE DUPAGE CONVENTION AND VISITORS BUREAU  
FOR THE TOURISM ATTRACTION PROGRAM

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

WHEREAS, the DuPage Convention and Visitors Bureau ("Agency") is a not-for-profit corporation organized under Illinois law and Section 501(c)(6) of the Internal Revenue Code; and

WHEREAS, the County and the Agency are hereafter sometimes referred to individually as the "Party" and collectively known herein as the "Parties"; and

WHEREAS, by way of Resolution FI-R-0127-23, the Agency was originally awarded a grant amount of \$425,000 to expand tourism and travel in DuPage County by attracting national and regional sporting events through the use of hosting fees and venue rental fees in accordance with the objectives of the American Rescue Plan Act of 2021 (ARPA; P.L. 117-2); and

WHEREAS, the County seeks to decrease the original grant amount by \$100,000, resulting in an amended grant amount of \$325,000; 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 (1) govern the use of the grant funds appropriated for attracting various sporting events to the County, (2) establish a process for reimbursement, and (3) provide reporting requirements on the use of the funds.
2. **Eligible Uses.** Funds appropriated by the County Board for disbursement under this Agreement shall be used to reimburse the Agency for costs associated with attracting national and regional sporting events for hosting fees and venue rental fees. Fees shall be limited to: (1) the 2024 TNBA Annual

Championship Equity in Bowling Conference bid fees in an amount not to exceed \$75,000.00; (2) the 2024 USA Water Polo Olympic Development Program National Championship venue rental fees in an amount not to exceed \$50,000.00; (3) 2023 DuPage E-Sports Collegiate Invitational and 2024 E-Sports Frosty Faustings XV venue rental fees in an amount not to exceed \$50,000.00; and (4) various Stardust Bowl venue rental fees in an amount not to exceed \$150,000.00. The Agency shall prepare invoices for reimbursable expenses, including check stubs, bank statements, or any other relevant backup documents.

3. **Recitals.** The recitals to this Agreement are incorporated as though set forth fully herein.
4. **Term.** This Agreement shall remain in effect until October 31, 2024. Terms relating to indemnification and access to records shall survive indefinitely.
5. **Termination, Breach.** This Agreement may be terminated upon thirty (30) days' notice to 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 18<sup>th</sup> Judicial Circuit Court, sitting in Wheaton, Illinois. This Agreement shall be governed by the laws of the State of Illinois.
7. **Reporting.** The Agency shall submit a monthly performance measure report on the initiative using the County's on-line portal. Reports shall be submitted by the 15<sup>th</sup> of the month and shall reflect the number of events booked.
8. **Administrative Expenses.** The Agency shall not be eligible for administrative expenses under this agreement.
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. **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.

11. **Waiver.** If the County fails to enforce any provision of this Agreement, that failure does not waive the provision or the County's right to enforce it.
12. **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.
13. **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 Choose, 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.
14. **No Joint Venture or Partnership.** The County and the Agency are not partners or joint venturers with each other and nothing herein shall be construed so as to make them such partners or joint venturers or impose any liability as such on any Party.
15. **Liquidated damages.** In the event that the United States Department of Treasury or any other entity authorized by law, audits the County's disbursement of ARPA funds and determines that the funds disbursed to the Agency were used for purposes other than those permitted under ARPA, 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 ARPA funds to the Agency. The Agency expressly agrees to reimburse the County for the cost of any penalty, fine, or judgment should the United States Federal Government penalize the County for any improper disbursement of ARPA funds under this Agreement.
16. **Audit.** The use of these funds may be audited and reviewed by County Audit, external audit, single audit, and U.S. Department of the Treasury audit. The Agency shall maintain all records relating to the studies for a period of not less than seven years for audit purposes.

[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: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**DuPage Convention and Visitors  
Bureau**

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