

EXHIBIT A

SECOND AMENDMENT

TO THE GRANT AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND
THE DUPAGE CONVENTION AND VISITORS BUREAU FOR THE ADMINISTRATION
OF THE DUPAGE COUNTY HOTEL ASSISTANCE PROGRAM

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

WHEREAS, the DuPage Convention and Visitors Bureau ("DCVB")
is a not-for-profit corporation; and

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

WHEREAS, DCVB's mission is to actively promote DuPage County
as a tourist destination, attracting individual travelers and
meeting/event planners in order to enhance the County's economic
fiber and resident quality of life; and

WHEREAS, DCVB is uniquely positioned to assist the County in
the administration of the DuPage County Hotel Assistance Program;
and

WHEREAS, on August 13, 2024 the DuPage County Board passed
Resolution FI-R-0134-24 which amended the grant amount to
\$1,971,776.00 for the DuPage County Hotel Assistance Program; and

WHEREAS, the County seeks to further decrease the grant amount
by an additional \$716,068.55, resulting in a revised final amended
grant amount of \$1,255,707.45.

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 establish a program, administered by the DCVB, designed to drive tourism in DuPage County by providing a one-time payment to licensed hotels located within DuPage County based upon the total number of rooms in the hotel.
2. **Recitals.** The recitals to this Agreement are incorporated as though set forth fully herein.
3. **Term.** This Agreement shall remain in effect through December 31, 2024.

4. **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.
5. **Representations and Warranties.** DCVB warrants and represents that DCVB has the independent authority to enter into this Agreement, that DCVB acknowledges that if the United States Federal Government determines that the expenses for which the County reimbursed DCVB are not ARPA eligible expenses, DCVB will be required to reimburse the County and make the County whole for the total amount of ineligible expenses as determined by the United States Federal Government.
6. **Records Retention.** DCVB shall maintain all records relating to expenses for which DCVB seeks reimbursement from the County for a period of not less than seven years from the date the reimbursement request is submitted, or the period of time required by other federal law, whichever is longer.
7. **Duties of DCVB**
 - 7.1. DCVB shall be responsible for the creation and implementation of the Hotel Assistance Program. DCVB shall create the application for hotels seeking to receive grants under the program and shall transmit the application to all licensed hotels in operation within DuPage County. DCVB shall answer any questions regarding the program from all hotels and shall assist hotels in applying for the program. No hotel who seeks funds under this program shall receive more than one hundred and twelve dollars (\$112.00) per room at each hotel property located within DuPage County.
 - 7.2. DCVB shall create an application which meets the following requirements:
 - a. The applicant must be a sole proprietorship, partnership, corporation, limited liability company or joint venture that owns and operates one or more lodging properties within DuPage County.
 - b. The applicant must operate a hotel in DuPage County under a license issued by the Illinois Department of Revenue.
 - c. The applicant, if registered with the State of Illinois, is in good standing, organized, registers, or qualified by the date of the grant issuance.
 - d. The applicant is not currently delinquent on any taxes owed to the Illinois Department of Revenue, the Illinois Department of Commerce and Economic Opportunity, or the Illinois Office of Tourism.

e. The applicant has been in operation on or before March 3, 2021.

f. The applicant has suffered lost revenue or incurred additional expenses at its eligible properties within DuPage County due to the COVID-19 public health emergency between March 1, 2020 and June 11, 2021.

g. All expenses or losses incurred were not reimbursed and are not under consideration for reimbursement by another program, with the exception of the Illinois Hotel & Lodging Association program for payroll, benefits and bonuses.

h. Funds received under this program will be used for qualified expenses at the property level to assist in recovering transient, business and group travel or guest experience.

i. Applicant agrees to maintain records for at least 7 years which indicate that the expenses to which the funds were applied were ARPA eligible expenses.

j. The information submitted by the applicant is truthful and accurate to the best of the applicant's knowledge.

k. That in the event that the United State's Federal Government, or its designee, determines that the grant funds subject to this agreement were used for an ineligible purpose under ARPA, that the grant recipient agrees to return the funds to the County of DuPage.

7.3 DCVB shall provide at least two recorded ARPA training sessions for applicants.

8. **Report to the DuPage County Board.** DCVB shall prepare a written monthly report to the DuPage County Board which indicates the total number of hotels who have participated in the program, the total number of hotels who declined to participate in the program, and the total amount of funds DCVB has used to administer the program. This report shall be submitted to the Finance Department.
9. **Compensation and Expenses.** The County shall reimburse DCVB for actual documented expenses associated with the administration of the program up to one hundred thousand dollars (\$100,000.00). Such reimbursements shall be submitted to the County in an itemized invoice.
10. **Assignment.** DCVB shall neither assign nor transfer any right or obligation under this agreement without the prior written consent of the County, approved by the same parties who executed and approved this agreement or their successors in office.

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. **Change Orders.** In the event that an increase in compensation is required for work performed under this agreement, such approval requires the approval and consent of the DuPage County Board.
13. **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.
14. **Complete Agreement.** This agreement contains all negotiations between the County and DCVB. 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

DuPage Convention and Visitors Bureau

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