

EXHIBIT A

GRANT AGREEMENT BETWEEN THE COUNTY OF DUPAGE
AND THE MCANINCH ARTS CENTER
IN THE AMOUNT OF \$50,000

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

WHEREAS, the McAninch Arts Center ("Agency") offers the community a diverse range of programming, providing unique outreach & engagement programs before or after performances to enlighten and educate our audiences; 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, the Agency promoted tourism and travel in DuPage County by hosting the *Andy Warhol Portfolios: A Life in Pop* exhibit ("Exhibit") at the College of DuPage from June 3, 2023 through September 10, 2023; 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) provide funds in the amount of \$50,000 for marketing and other eligible costs associated with the Exhibit, and (2) 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 pay for marketing and other eligible costs associated with the Exhibit.
3. **Recitals.** The recitals to this Agreement are incorporated as though set forth fully herein.
4. **Term.** This Agreement shall remain in effect until November 30, 2023. 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 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 reimburse the Agency in the amount of \$50,000. Payment of the grant award is contingent upon: (1) the Agency submitting an invoice to the County, (2) the Agency submitting backup documentation of marketing and other eligible expenses, and (3) a signed copy of this Agreement.
8. **Reporting.** The Agency shall submit one performance measure report using the County's on-line portal. The report shall include the number of tickets sold for the entirety of the Exhibit. The report shall be submitted by November 30, 2023.
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 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.
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 disbursal 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 disbursal 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 disbursal 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.

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: _____

The McAninch Arts Center

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