

**EXHIBIT A**

INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND  
THE VILLAGE OF WESTMONT TO PROMOTE REGIONAL TOURISM  
IN COORDINATION WITH THE FMC NATATORIUM

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

WHEREAS, the Village of Westmont ("Village") is a non-home rule municipal corporation duly organized and operating pursuant to the laws of the State of Illinois; and

WHEREAS, the Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 220/ et. seq) authorize units of local government, including counties and municipalities, to contract or otherwise associate among themselves in any manner not prohibited by law and to jointly exercise any power, privilege or authority conferred upon them by law; and

WHEREAS, Article 7, Section 10 of the Illinois Constitution of 1971 and the Illinois Intergovernmental Cooperation Act 5 ILCS 220/1 et seq. allows units of public entities to enter into intergovernmental agreements in the furtherance of their governmental purposes; and

WHEREAS, the County proposes an Intergovernmental Agreement ("Agreement") with the Village, which is intended to benefit the citizens of DuPage County by promoting regional tourism and economic development in coordination with the FMC Natatorium; and

WHEREAS, the County is authorized to expend public funds for purposes of promoting tourism and economic development (55 ILCS 5/5-1030 and 55 ILCS 5/5-1005(21)), and

WHEREAS, the Village is authorized to expend public funds for the promotion of tourism and conventions within the Village or to otherwise attract nonresident overnight visitors to the Village (65 ILCS 5/8-3-14a); and

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

WHEREAS, the Parties have prepared this Agreement to govern the distribution of the funds identified above; and

WHEREAS, the Parties desire to approve the proposed Agreement, finding that approval of the proposed Agreement is in the best interest of the Parties and their residents.

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 fund the costs of marketing the FMC Natatorium as a venue for major sporting events and tournaments. By obtaining and hosting large swimming, diving, and similar events at its Westmont location, the FMC Natatorium supports regional tourism and economic development. Increased events will bring competitors and spectators from around the country for extended periods of time, thus generating additional tourism revenues for local businesses, hotels, the Village, and the County. This Agreement also provides a process for reimbursing the Village for eligible services and for establishing reporting requirements for said services.
2. **Eligible Uses.** Funds appropriated by the County Board for disbursement under this Agreement shall be used for eligible expenses including, but not limited to: (i) marketing/advertising services where those services are used to promote the Natatorium as a venue for major sporting events and tournaments; (ii) bid fees relating to special events and tournaments; (iii) equipment rentals where such equipment is used to promote, market or host large events and tournaments; (iv) operating and other administrative services related to promoting, marketing or hosting large events and tournaments; and (v) ancillary services related to transportation and hospitality for large events and tournaments.
3. **Payment.** The County agrees to reimburse the Village for the cost of eligible expenses incurred by the Village in relation to economic development activities set forth by this agreement, in an aggregate amount not to exceed \$50,000. Reimbursement payments are contingent upon the Village providing an executed copy of this Agreement to the County and subsequent submittal of invoices for incurred expenses along with proof of payment of said incurred expenses. Proof of payment may include, but not be limited to, supporting documentation such as receipts, bank statements, or check stubs.

4. **Report to the County.** The Village shall submit one final report to the County using the County's on-line portal no later than January 31, 2027. Said report shall provide data through the period of December 31, 2026, including the total number of event bids awarded, the title and date of each awarded event, the total number of visitors who attended each awarded event, and the number of hotel stays generated for each awarded event.
5. **Term.** This Agreement shall remain in effect through December 31, 2025. Sections 3 through 16 of this Agreement shall remain in effect indefinitely and shall survive the termination of this Agreement.
6. **Recitals.** The recitals to this Agreement are incorporated as though set forth fully herein.
7. **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.
8. **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.
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 said provision or the County's right to enforce it.
12. **Sole Agreement.** This Agreement contains all negotiations between the County and the Village. No other understanding regarding this Agreement, whether written or oral, may be used to bind either Party.

13. **Liquidated Damages.** The Village 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 funds to the Village. The Village expressly agrees to reimburse the County for the cost of any penalty, fine, or judgment should any improper disbursal of funds under this Agreement be identified.
14. **No Joint Venture or Partnership.** The County and Village 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. **Audit.** The use of these funds may be audited and reviewed. The Village agrees to retain and provide access to all financial records and documents related to the Agreement for a period of seven (7) years for local, state and federal audit purposes.
16. **Liability.** The Village 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 Village, its officers, agents or employees. This clause will not be construed to bar any legal remedies the Village 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 Village's allocation, less any amount returned to the County pursuant to Section 15 of this Agreement.

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: Deborah A. Conroy

Title: County Board Chair

Date: December 10, 2024

**The Village of Westmont**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_