

## **EXHIBIT A**

### GRANT AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND THE ELMHURST CENTRE FOR PERFORMING ARTS IN THE AMOUNT OF \$25,000 (ARPA INTEREST)

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

WHEREAS, the Elmhurst Centre for Performing Arts ("Agency") is a not-for-profit organization that offers the community a diverse range of programming, providing unique outreach and engagement programs to enlighten and educate 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 hosts a performing arts program ("Program") called "An Intimate Evening With..." in the downtown area of Elmhurst and surrounding communities; 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 \$25,000 for operational costs associated with the Program, 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 costs associated with the Program including equipment rental, venue rental, contractual fees and travel fees for the artists. Funds appropriated by the DuPage County Board for disbursement under this Agreement shall be used for eligible expenses incurred from June 1, 2025 through May 31, 2026.
3. **Recitals.** The recitals to this Agreement are incorporated as though set forth fully herein.
4. **Term.** This Agreement shall remain in effect through June 30, 2026. Sections 5 through 16 of this Agreement shall remain in effect indefinitely and shall survive the termination of this agreement.

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. **Payment.** The County agrees to pay the Agency in the amount of \$25,000. Payment of the grant award is contingent upon: (1) the Agency submitting an invoice to the County, and (2) the Agency submitting a signed copy of this Agreement.
8. **Reporting.** The Agency shall submit one final report to the County no later than June 30, 2026 via the County's online portal. Said report shall include total cumulative expenditures and supporting documentation or invoices that verify these expenses. In addition, the Agency shall submit with the final report performance measures that shall include, but not be limited to, the total number of artist events booked and the total number of attendees at the events.
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. **Clawback, Liquidated damages.** Should the Agency fail to use all of the funds distributed prior to May 31, 2026, 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.
16. **Audit.** The use of these funds may be audited and reviewed by auditors. 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.

**County of DuPage**

By: \_\_\_\_\_  
Print Name: Deborah A. Conroy  
Title: County Board Chair  
Date: June 10, 2025

**Elmhurst Centre for Performing Arts**

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