

EXHIBIT A

AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND THE DUPAGE CONVENTION & VISITORS BUREAU FOR ADMINISTRATION OF THE HOTEL TRANSPORTATION GRANT PROGRAM

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

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

WHEREAS, the DCVB is uniquely positioned to offer a Hotel Transportation Grant Program ("Program") that provides a valuable tool for hotels when competing for high-value meetings, events, and group business; and

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

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 provide funding for the Program. The Program is designed to help local hotels compete for high-value meetings, events, and group business.
2. **Eligible Uses.** Funds appropriated by the County Board for disbursement under this Agreement shall be used to help offset fees related to event transportation.
3. **Recitals.** The recitals to this Agreement are incorporated as though set forth fully herein.
4. **Term.** This Agreement shall be in effect from February 28, 2025 through April 30, 2026. 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 pay DCVB in the amount of \$50,000. Payment is contingent upon DCVB submitting to the County: (i) a fully executed copy of this Agreement, and (ii) an invoice for \$50,000 for services related to the Program. This also includes administrative costs for DCVB to administer the Program in an amount not to exceed \$5,000.
8. **Reporting.** Effective February 28, 2025 through March 31, 2026, DCVB shall submit one annual report to the County on (i) expenditures and (ii) performance metrics. Expenditure data shall be summarized on the Expenditure Planning Worksheet and shall include expenditures, cumulative expenditures, and supporting documentation that verify proof of payment (e.g., payroll ledgers, check copies, receipts, bank statements, etc.). Performance metric reporting shall include the number of hotel rooms booked and the amount paid per room. Said report shall be submitted through the County's on-line portal. The DCVB shall update the Economic Development Committee on a quarterly basis as to the Program with the following: name of the applicant, amount spent on the grant, and number of hotel rooms booked resulting from said grant. In addition, the DCVB shall present the results of the Program to the Finance Committee no later than May 12, 2026. The results shall include the Program's return on investment and economic impact on DuPage County.
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 DCVB. No other understanding regarding this grant Agreement, whether written or oral, may be used to bind either party.
13. **Liability.** DCVB 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 DCVB, its officers, agents or employees. This clause will not be construed to bar any legal remedies DCVB may have for the County's failure to fulfill any of the County's obligations under this agreement.

14. **Clawback, Liquidated Damages.** Should DCVB fail to use all of the funds distributed prior to February 27, 2026, all unused funds shall be returned 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 DCVB were used for purposes other than those permitted under this Agreement, DCVB 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 DCVB.
15. **No Joint Venture or Partnership.** The County and DCVB 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.
16. **Audit.** The use of these funds may be audited and reviewed. DCVB agrees to retain and provide access to all financial records and documents related to the grant for a period of seven (7) 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: Deborah A. Conroy
Title: County Board Chair
Date: February 25, 2025

DuPage Convention & Visitors Bureau

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