

**EXHIBIT A**

GRANT AGREEMENT BETWEEN THE COUNTY OF DUPAGE  
AND THE EXCHANGE CLUB OF NAPERVILLE  
IN THE AMOUNT OF \$25,000

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

WHEREAS, the Exchange Club of Naperville ("Agency") strives to strengthen the education of children and provide service to the community; 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 seeks to expand tourism and travel in DuPage County by hosting Ribfest at the DuPage County Fairgrounds, for a total allocation not to exceed \$25,000; 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) govern the use of the grant funds appropriated for hosting Ribfest at the DuPage County Fairgrounds, (2) establish a process for reimbursement, and (3) 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 the Agency for costs associated with logistics, marketing, and advertising for hosting Ribfest.
3. **Recitals.** The recitals to this Agreement are incorporated as though set forth fully herein.
4. **Term.** This Agreement shall remain in effect until December 31, 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 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 award the Agency \$25,000 to support regional tourism and economic development by hosting Ribfest in DuPage County. Payment of the award is contingent upon the Agency submitting an invoice to the County's ARPA inbox at ([ARPAexpenses@dupageco.org](mailto:ARPAexpenses@dupageco.org)) accompanied by a signed copy of this Agreement along with supporting documentation that may include, but not be limited to, receipts, bank statements, or check stubs.
8. **Reporting.** The Agency shall submit one performance measure report on Ribfest using the County's on-line portal. Said report shall be submitted by November 15<sup>th</sup>, 2023. Said report shall reflect the number of tickets sold aggregated by distance traveled.
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 Choose, 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.** Under ARPA, the use of these funds may be audited and reviewed by the Office of the County Auditor, external audit, single audit, and U.S. Department of the Treasury audit. The Agency agrees to retain and provide access to all financial records and documents related to this Agreement for a period of not less than seven (7) years for audit purposes.

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

**Exchange Club of Naperville**

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