

EXHIBIT A

FIRST AMENDMENT

TO THE GRANT AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND CHOOSE
DUPAGE FOR THE CHICAGOLAND ECONOMIC PARTNERSHIP INITIATIVE

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

WHEREAS, Choose DuPage ("Agency") is a not-for-profit corporation organized under Illinois law and Section 501(c)(6) of the Internal Revenue Code; 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 County seeks to amend the grant Agreement with the Agency governing the Chicagoland Economic Partnership Initiative ("Initiative"), previously established on August 23, 2022 pursuant resolution FI-R-0343-22; and

WHEREAS, Choose DuPage shall participate in the Initiative for a three-year period for a total amended grant amount not to exceed \$484,000 (a decrease of \$266,000); 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 use in the Initiative, and (2) provide requirements for data collection and tracking.
2. **Eligible Uses.** Funds appropriated by the County Board for disbursement under this Agreement shall be used to provide funding to regional marketing programs, economic development incentives to businesses in sectors disproportionately affected by the Coronavirus Public Health Emergency, and for administrative expenses associated with the Initiative.
3. **Recitals.** The recitals to this Agreement are incorporated as though set forth fully herein.

4. **Term.** This Agreement shall remain in effect until August 22, 2025. 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. **Data and Benchmarks.** Choose DuPage shall submit monthly performance metrics to the County on project leads, project connections, pro-Chicagoland decisions, and GCEP initiatives.
8. **Reimbursement of Administrative Expenses.** Choose DuPage shall be eligible for reimbursement of reasonable and actual expenses incurred in the administration of this Initiative up to \$75,000.
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 Choose DuPage. No other understanding regarding this grant Agreement, whether written or oral, may be used to bind either party.
13. **Liability.**
 - (a) Choose 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 DuPage, its officers, agents or employees. This clause will not be construed

to bar any legal remedies Choose 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 Choose DuPage 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 by County Audit, external audit, single audit, and U.S. Department of the Treasury audit. Choose DuPage shall maintain all records relating to the Initiative 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: _____

Choose DuPage

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