MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made this 1st day of December 2019 between COUNTY OF DUPAGE, a body politic and corporate with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the "County") and Choose DuPage.

WHEREAS, the County is a municipal corporation created and existing under the laws of the State of Illinois; and

WHEREAS, pursuant to the authority conferred upon the County by the State of Illinois, and Federal Government through the Workforce Innovation and Opportunity Act ("WIOA"), the County maintains the DuPage County Workforce Development Division, (the "WDD"), and appoints members to the Workforce Innovation Board (the "WIB"); and

WHEREAS, the purpose of the WDD is to develop a pool of qualified workers to satisfy the need for skilled employees in the local economy and to expand employment opportunities for DuPage County residents; and

WHEREAS, the WIB achieves its goals through strategic associations or "partnerships" with the private sector, non-profit agencies, educational institutions, local elected officials, local government agencies, labor, and job training and education programs; and

WHEREAS, Choose DuPage is a not-for-profit Economic Development Corporation existing under the laws of the State of Illinois and organized for the purposes of promoting the economic development of DuPage County, and as of the above date has filed or will shortly file its application for recognition as a tax exempt entity under Section (c) (6) of the Internal Revenue Code of 1986; and

WHEREAS, Choose DuPage is not legally or functionally part of or controlled by the DuPage County Board, is nevertheless one of the strategic "partners" in the sense of having a common purpose in promoting the economy of DuPage County through job creation, and, as such, Choose DuPage advances the purposes in a variety of ways; and

WHEREAS, the County desires to support and assist Choose DuPage in the furtherance of that agency's endeavors; and

WHEREAS, the County, for the use and benefit of the WIB and the WDD, leases premises at 2525 Cabot Drive, Lisle, Illinois, ("Leased Premises"), the Leased Premises being the principal site for the workNet DuPage Career Center, and for which Leased Premises the County pays the property owner an annual base rent; and

WHEREAS, Choose DuPage, operating in association with the County, and not as a sub-tenant, is willing to use and occupy the above-described office space at the Leased Premises, in accordance with the lease agreement for said premises entered between the County and the Landlord/Owner of the Leased Premises; and
WHEREAS, the County is willing to allow Choose DuPage to use and occupy 1,901 square feet (ONE THOUSAND NINE HUNDRED AND ONE) of furnished office space at the Leased Premises, and may utilize additional common office facilities; and

WHEREAS, Choose DuPage has agreed to reimburse the County for such office space and related costs at a pro-rated 11.4% (ELEVEN AND FOUR TENTHS) of the County’s expenses renting and operating the Leased Premises; and

WHEREAS, the initial monthly rent shall be $3,343.82 (THREE THOUSAND THREE HUNDRED FORTY-THREE DOLLARS AND 82/100); and

WHEREAS, this Memorandum of Understanding shall control the relationship between the County and Choose DuPage, with regard to the use and occupancy of office space at the Leased Premises.

1. **Incorporations.** All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this Memorandum of Understanding. The Office Lease for 2525 Cabot Drive, Lisle, Illinois ("the Leased Premises") and the First and Second Amendments thereto, between NAI Hiffman, and the County, are further incorporated herein by reference but not attached hereto due to their size. Choose DuPage acknowledges both the receipt of the Office Lease and the Amendments thereto and has taken the opportunity to become familiar with their terms.

2. **Rent.** Choose DuPage shall pay rent and contribute towards any annual rent adjustment charged to the County by the Building’s landlord, in a pro-rated share of the County’s expenses. The pro-ration share of the County’s expenses shall be equal the percentage of the Leased Premises then occupied by Choose DuPage. As of the effective date of this Memorandum, Choose DuPage occupies 11.4% (ELEVEN AND FOUR TENTHS) of the Lease Premises’ floor space and, thus, shall pay a monthly rent equal to 11.4% of the monthly Base Rent paid by the County for the Leased Premises. Accordingly, Choose DuPage shall pay an initial monthly rent in the amount of $3,343.82 (THREE THOUSAND THREE HUNDRED FORTY-THREE DOLLARS AND 82/100), for the one-year period commencing December 1, 2019 and terminating November 30, 2020. Rent payments shall be due on or before the first day of every month. For subsequent years, the monthly rent shall be subject to a once per year increase effective every December 1st; each subsequent monthly rental amount being equal to 11.4% of the County’s monthly Base Rent for the coming year as set by the Second Amendment to the Lease. Choose DuPage’s monthly rent shall be subject to further adjustment based upon any change in the percentage of the Leased Premises’ floor space occupied by Choose DuPage, which increase, or decrease, to the pro-rated share shall be made with the first monthly rent payment due after the increase, or decrease, of floor space occupied by Choose DuPage.

In addition to the monthly rent, Choose DuPage shall pay the County a sum equal to 11.4% (ELEVEN AND FOUR TENTHS) of any rent adjustment(s) billed by the Building’s landlord. Per the Second Amendment to the Lease, rent adjustments shall not be assessed more frequently than once per calendar year. In the event of a rent adjustment, the County shall invoice Choose DuPage for such adjustment(s) following the County’s notice from the Building landlord.

3. **Use and Occupancy.** Choose DuPage, operating in association with DuPage County and not as a sub-tenant, may use and occupy the aforesaid office space at the Leased
Premises. Choose DuPage, including its officers, officials, employees, agents and invitees are further entitled to reasonable use of the large conference room, break area/kitchenette, washrooms, internal corridors, reception area, equipment and supply rooms, coat closets and other common areas within the Leased Premises, subject to any rules, guidelines and policies the DuPage County Board may establish for its partners and personnel concerning the use of said areas. The designated office area may be increased, decreased, relocated in whole or in part at the sole discretion of the County, the WDD, and the WIB upon giving Choose DuPage reasonable notice of any such change, subject to an appropriate modification of Choose DuPage’s rent.

Choose DuPage, including its officers, officials, employees, agents and invitees, shall conform to their above-described use and occupancy of the office space and Leased Premises to the terms and conditions of the Office Lease, including any Rules and Regulations of the Landlord, as though Choose DuPage were a party to said Office Lease. Choose DuPage shall indemnify, defend and hold the County, the WDD and the WIB harmless from and against all claims, demands, liability, costs, charges, fees, assessments, damages or reimbursements arising out of, or caused by, any breach of the Office Lease, or violations of the Landlord’s Rules and Regulations, by Choose DuPage including its officers, officials, employees, agents, and Choose DuPage shall promptly cure any such breach or default, or where the County has cured Choose DuPage’s breach or default, promptly reimburse the County for any and all of its costs to cure.

Choose DuPage accepts the rented office space "as is" without any warranty or guaranty of particular fitness of the office space, or the Leased Premises, or the grounds and common space thereof, on the part of the County. Choose DuPage shall have no remedy against the County in the event of the Landlord’s turn-over of the Leased Premises or the County’s early termination of the Office Lease, or in the event of any casualty or event that actually or constructively prevents or limits the use of the Leased Premises. Either party may terminate this agreement by giving sixty (60) day written notice to the other party of its intention to exercise this option.

4. **Utilities.** The County shall obtain electrical service for the Leased Premises. The County shall extend electrical services to Choose DuPage office space subject to reimbursement as hereafter specified. Any electrical utility account(s) shall be in the County's name. The County shall be responsible for paying all electrical utility bills in full. The County shall tender a copy of each electrical utility bill to Choose DuPage not more frequently than once per month. The monthly reimbursement amount due for electrical service shall be a pro rata share of the total monthly electrical service charges for the Leased Premises and shall be paid as specified by the County within thirty (30) days of tender. It is agreed that Choose DuPage monthly share of electrical expenses shall be stipulated to be 11.4% (ELEVEN AND FOUR TENTHS) of the total amount per billing cycle.

Utilities such as water, sewer, heating and cooling, and services such as common area maintenance, grounds-keeping, snow removal which are provided by the Landlord without a separate billing, as part of the base rent or rent adjustments, shall be included as part of the office space rented by the County to Choose DuPage.

5. **Insurance and Indemnification.** In the event the County maintains commercial office rental insurance coverage for the Leased Premises in a coverage amount sufficient under the Office Lease, Choose DuPage shall contribute a pro-rated share of such insurance costs in the proportion of 11.4% (ELEVEN AND FOUR TENTHS), or it shall provide the County with
documentation that Choose DuPage has its own insurance coverage in the requisite coverage amounts and types. Choose DuPage shall directly reimburse the WDD within thirty (30) days of any invoice for such insurance reimbursement.

Choose DuPage shall indemnify, hold harmless and defend the County, the WDD and the WIB, together with their officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the negligent misconduct or willful acts or omissions of Choose DuPage, or any of its officials, officers, employees and agents.

The County, to the fullest extent it is so authorized under the law, shall indemnify, hold harmless and defend Choose DuPage and its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the negligent misconduct or willful acts or omissions of the County or any of its officials, officers and employees.

Nothing contained herein shall be construed as prohibiting the County, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, the attorney representing the County shall be the State's Attorney, in accordance with state law.
6. **No Claim for Damages.** Choose DuPage shall have no claim for damages or relocation expenses against the County, the WDD, the WIB, or any of the County's other partners in the event of any of the following: a) the expiration, non-renewal, or the termination of the Office Lease, including the County's exercise of its early opt-out provision, for any cause; b) the County Board's failure to reauthorize the rental of office space, or to adequately fund the WDD and the WIB continued operations and, or, lease of the Leased Premises; c) the Illinois General Assembly's failure to adequately fund the WIB continued operations and, or, funding used for the rent payments for the Leased Premises; d) any change in Federal or State law affecting the legal authority of the governmental agencies herein involved to continue to undertake WIOA activities.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed.

COUNTY OF DUPAGE

[Signature]
Name: Lisa Cerven
Title: Executive Director

[Signature]
Name: [Signature]
Title: President & CEO