

GRANT AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND CHOOSE DUPAGE FOR
CHOOSE DUPAGE TO MANAGE SUSTAINABLE DUPAGE

RECITALS

THIS AGREEMENT is entered into this 13th day of January 2026 between Choose DuPage, with offices at 2001 Butterfield Rd., Suite 235, Downers Grove, Illinois 60515 and the County of DuPage, a body corporate and politic, with offices at 421 N. County Farm Road Wheaton, Illinois 60187.

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

WHEREAS, Choose DuPage is an Illinois not-for-profit corporation organized and operated exclusively under section 501(c)(3) of the Internal Revenue Code (“Code”); and

WHEREAS, the County and Choose DuPage are collectively known herein as the “Parties”; and

WHEREAS, the County has committed to its “Cool DuPage” effort to reduce energy consumption and has maintained a longstanding initiative to educate and encourage entities to adopt and adhere to sustainability practices; and

WHEREAS, the County believes that reducing greenhouse gases, waste, pollutants, and other environmental impacts is in the best interests of the County and its residents; and

WHEREAS, Choose DuPage has an existing trustworthy, reliable, and supportive relationship with DuPage businesses; and

WHEREAS, Choose DuPage has incorporated sustainability into its strategic plan and as part of its Sustainable DuPage initiative; and

WHEREAS, Choose DuPage has already promoted sustainability to DuPage businesses and desires to expand the program; and

WHEREAS, the County has determined that Choose DuPage has both the capacity and expertise to implement and manage a Program which will encourage businesses to reduce their environmental impact; and

WHEREAS, the in return for Choose DuPage’s implementation and management of said Program, including but not limited to the Sustainable DuPage initiative contemplated by this Agreement, the County will compensate Choose DuPage sixty thousand dollars (\$60,000.00) support; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

1. Recitals: The above recitals are hereby incorporated as though set forth fully herein.

2. Designated Purpose of Funding: The County is providing funds to Choose DuPage for the development and implementation of “Sustainable DuPage,” which includes the services and features described in this Agreement.
3. Term of the Agreement: The Agreement shall be in effect beginning January 13, 2026, and shall expire on November 30, 2026.
4. Total Funding, Distribution of Funds: The County shall compensate Choose DuPage in the amount of sixty thousand dollars (\$60,000.00) (“Funds”). Funds shall be disbursed from the County in the form of a lump sum payment to Choose DuPage within 60 days of the execution of this Agreement.
5. Administration of the Program: Choose DuPage, by entering into this Agreement, shall administer the following programs: (1) maintain, update and promote the Sustainable DuPage toolkit on the Choose DuPage website; (2) engage the business sector to reduce their environmental impact using current resources and by providing assessments upon request, (3) implement a program which connects DuPage County Businesses with sustainability certification providers and incentives, (4) implement a program which provides information on renewable energy programs, electric vehicle programs, energy efficiency programs and other sustainability actions, (5) disseminate information via social media, email communications and newsletters, (6) provide staffing or consulting services to accomplish the Sustainable DuPage tasks, (7) launch a green business recognition program for businesses that achieve certain reductions or goals. With respect to each of the aforementioned program components, Choose DuPage will coordinate with the DuPage County Environmental Division to ensure consistency with respect to County’s existing efforts towards promoting environmental awareness and sustainability.
6. Grant Recipient Reporting: Choose DuPage shall provide documentation to the County demonstrating program impacts, including: the number of events where sustainability was promoted; the number of direct business connections made; the number of businesses reached; the number of social media posts created; the number of newsletter articles or email communications; and any further relevant metrics for Sustainable DuPage toolkit views.
7. Review of Operations: The County may monitor and conduct an evaluation of all operations funded by its grant to Choose DuPage for this Program. An evaluation may include site visits by County personnel to observe the Program, as well as County review of Choose DuPage’s financial and program materials relating to the activities financed or facilitated by the Funds.
8. Termination of the Agreement: Either Party, upon thirty (30) calendar days’ written notice of intention to do so, may terminate all or part of this Agreement. Upon such termination, Choose DuPage shall return any Funds that are not expended or obligated to be expended for goods or services provided as of the date of termination of this Agreement.
9. Records/Indemnity: Choose DuPage shall keep and maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Choose DuPage shall keep and maintain any other records, books, documents, papers, plans, records of shipments and payments, and writings of Choose DuPage, whether in paper or electronic form, that are pertinent to this Agreement, in such a manner as to clearly document Choose DuPage’s performance and distribution of the Funds. All financial records, other records, books, documents,

papers, plans, records of shipments and payments, and writings of Choose DuPage, whether in paper or electronic form, that are pertinent to this Agreement, are collectively referred to as "Records."

10. **Force Majeure:** Notwithstanding the above, neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall nonetheless use reasonable efforts to eliminate or minimize the effect of such events upon the performance of their respective duties under the Agreement.
11. **Publicity and Announcements:** The County and Choose DuPage shall work together to coordinate the Sustainable DuPage effort and will collaborate on events and promotion of educational materials. Choose DuPage and DuPage County's Cool DuPage social media platforms and newsletters and electronic communications will be used to market events, programs and opportunities. All promotional materials will name both Parties.
12. **Governing Law:** This Agreement shall be governed by the laws of the State of Illinois without regard to its conflicts of law principles. Venue for any disputes arising out of or in connection with this Agreement shall be situated in the 18th Judicial Circuit Court, Wheaton, DuPage County, IL.
13. **Amendments:** This Agreement may be amended, modified, or supplemented only by an agreement in writing signed by each Party hereto.
14. **Counterparts; Electronic Delivery:** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which, when taken together, shall constitute one and the same agreement. To the extent signed and delivered by means of electronic transmission, this Agreement shall be treated in all manner and respects and for all purposes as an original and shall have the same binding legal effect as if it were the original signed version thereof delivered in person.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates listed below.

Choose DuPage:

Signature: 

Greg Bedalov, President & CEO
Choose DuPage

Date: 12/4/25

DuPage County:

Signature: _____
Deborah A. Conroy, Chair
DuPage County Board

Date: _____