

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

THIS AGREEMENT is entered into this 14th day of January 2025 between Choose DuPage an Illinois not-for-profit corporation organized and operated exclusively under section 501(c)(3) of the Internal Revenue Code (“Code”) 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, sometimes referred to herein individually as a “party” and collectively as the “parties.”

RECITALS

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 has committed to Cool DuPage and has maintained a longstanding effort to educate and encourage entities to adopt and adhere to sustainability practices and the County believes that reducing greenhouse gases, waste, pollutants, and other environmental impacts is in the best interest of the County; 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, 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 the capacity and expertise to implement and manage a program which will encourage businesses to reduce their environmental impact; and

WHEREAS, the County agrees to compensate Choose DuPage sixty thousand dollars (\$60,000.00) to continue and expand the Sustainable DuPage initiative in accordance with the below agreement; and

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

1. Recitals: The recitals to this Agreement are incorporated as though set forth herein.
2. Purpose of the 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 14, 2025 and shall expire on November 30, 2025.

4. Total Funding, Distribution of Funds: The County shall provide funds in the amount of sixty thousand dollars (\$60,000.00) (“Funds”). Funds shall be disbursed from the County in one lump sum to Choose DuPage within 30 days of the start date 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) a program which connects DuPage County Businesses with sustainability certification providers and incentives, (4) 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) Choose DuPage shall provide staffing or consulting services to accomplish the Sustainable DuPage tasks, (7) Choose DuPage will launch a green business recognition program for businesses that achieve certain reductions or goals. Choose DuPage will coordinate with DuPage County Environmental Division to ensure consistency with respect to County’s existing efforts to promote environmental awareness and sustainability.
6. Grant Recipient Reporting: Choose DuPage agrees to provide to the County program metrics including the number of events where sustainability was promoted; number of direct business connections made, number of businesses reached, number of social media posts, number of newsletter articles or email communications and metrics for Sustainable DuPage toolkit views.
7. Review of Operations: The County may monitor and conduct an evaluation of operations funded by its grant to Choose DuPage for this Program. An evaluation may include site visits by County personnel to observe the Program, and/or to review Choose DuPage’s financial and program materials relating to the activities financed or facilitated by the grant.
8. Records/Indemnity: Choose DuPage shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Choose DuPage shall maintain any other records, books, documents, papers, plans, records of shipments and payments, and writings of the 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. 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.”

Choose DuPage shall at all times, to the extent permitted by law, fully indemnify, hold harmless, and defend the County and its officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this Agreement by Choose DuPage and its employees, or because of any act or omission, neglect or misconduct of the Choose DuPage, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property

or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for Choose DuPage's violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.).

Such indemnity shall not be limited by reason of the enumeration of any insurance coverage or bond herein provided.

Nothing contained herein shall be construed as prohibiting the County, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Contractor shall likewise be liable for the cost, fees and expenses incurred in the County's or the Contractor's defense of any such claims, actions, or suits.

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 use reasonable efforts to eliminate or minimize the effect of such effects upon the performance of their respective duties under the Agreement.

9. 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. Promotional materials will name both parties.
10. Governing Law: This Agreement between the Parties is 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 sited in the 18th Judicial Circuit Court, sitting in Wheaton, DuPage County, IL.
11. Amendments: This Agreement may be amended, modified, or supplemented only by an agreement in writing signed by each Party hereto.
12. Non-Assignment: This Agreement shall be binding on the parties and their respective successors and assigns, provided however, that neither party may assign this Agreement nor any obligations imposed hereunder without the prior written consent of the other party.
13. No Third-Party Beneficiaries: The parties expressly agree that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement, including, but not limited to, subcontractors, subconsultants, and suppliers. The parties expressly intend that any person other than the parties who receives services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
14. Termination of the Agreement: Choose DuPage or the County, 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 prior to the termination of this Agreement.

15. 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: _____

DuPage County:

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

Date: _____