

ATTACHMENT II

Amendment No. I
Agreement No.192301

AMENDMENT TO THE GRANT AGREEMENT



BETWEEN
THE STATE OF ILLINOIS, ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
AND
COUNTY OF DUPAGE

The Illinois Criminal Justice Information Authority (Grantor), with its principal office at 60 East Van Buren Street, 6th Floor, Chicago, Illinois 60605, and County of DuPage (Grantee), with its principal office at 421 N. County Farm Road Wheaton, IL 60187-3978 and payment address at 503 N. County Farm Road Wheaton, IL 60187-3978, hereby agree that the following amendment (I) shall amend the Grant Agreement (192301), which is described below. Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

All terms and conditions set forth in the original Agreement and any subsequent amendment, but not amended herein, shall remain in full force and effect as written. In the event of a conflict, the terms of this Amendment shall prevail. This Amendment is authorized by Paragraph 26.5 of the Agreement.

WHEREAS, it is the intent of the Parties to perform consistent with all terms herein and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained in the Agreement and herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I **AWARD AND AMENDMENT INFORMATION AND CERTIFICATION**

1.1. Original Agreement. The Agreement, numbered 192301, has an original term from July 1, 2022 to June 30, 2023.

1.2. Prior Amendments. Below is the list of all prior amendments to the Agreement (mark N/A if none): Amendment Number: N/A , Effective Date: N/A .

1.3. Current Agreement Term. The Agreement expires on June 30, 2023, unless terminated pursuant to the Agreement.

1.4. Item(s) Altered. Identify which of the following Agreement elements are amended herein (check all that apply):

- | | |
|--|--|
| ☐ Exhibit A (Project Description) | ☐ Exhibit F (Performance Standards) |
| ☐ Exhibit B (Deliverables/Milestones) | ☐ Exhibit G (Specific Conditions) |
| ☒ Exhibit C (Payment) | ☐ PART TWO (Grantor-Specific Terms) |
| ☐ Exhibit D (Contact Information) | ☐ PART THREE (Project-Specific Terms) |
| ☐ Exhibit E (Performance Measures) | ☒ Budget |
| ☐ Award Term | ☐ Funding Source |

☒ Award Amount

☐ Other (specify): _____

1.5. Effective Date. If an effective date is not identified in this Paragraph, the Amendment shall be effective upon the last dated signature of the Parties.

1.6. Certification. Grantee certifies under oath that (1) all representations made in this Amendment are true and correct and (2) all Grant Funds awarded pursuant to the Agreement shall be used only for the purpose(s) described therein, including all subsequent amendments. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of the Agreement and repayment of all Grant Funds.

1.7. Signatures. In witness whereof, the Parties hereto have caused this Amendment to be executed by their duly authorized representatives.

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY

By: _____

Delrice Adams, Executive Director

Date: _____

County of DuPage

By: _____

Deborah A. Conroy, Chairwoman

Date: _____

E-mail: _____

By: _____

Jeffrey Martynowicz, Chief Financial Officer

Date: _____

E-mail: _____

Signature on file

By: _____
Kenneth Popejoy, Chief Judge, 18th Judicial Circuit

Court of Illinois

Date: 3/7/2023

E-mail: _____

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**ARTICLE II
AMENDMENTS**

- 2.1 PART ONE Changes. Part One is amended as follows:
- (a) 1.2 Amount of Agreement. Grant Funds shall not exceed \$409,453, of which \$0 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.
- 2.2 Exhibit C Changes. Exhibit C is amended as detailed in the attached new Exhibit C.
- 2.3 Budget Changes. The Budget is amended as detailed in the attached new Budget.

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EXHIBIT C

PAYMENT

Grantee shall receive a maximum of \$409,453.00 under this Agreement.

The Grantor agrees to make payment to the Grantee for the administration and implementation of the program described in Exhibits A, B, E, F, and G. Upon receipt of the fiscal and progress reports, payments will be made to the Grantee. No payment will be made until all outstanding reports are received by the Grantor, including outstanding reports from previously funded Grantor programs. No payment will be made to Grantee unless and until Grantee is in full compliance with applicable State and federal laws and the terms and conditions of this agreement. The maximum amount of federal funds payable under this agreement is dependent on the performance of Grantee in accordance with the terms and conditions of this agreement.

Grantee must provide for the deposit of grant funds into a bank account in the name of the Grantee. Grant funds shall be immediately deposited into such bank account. Grantee may deposit such funds into an account separate from any of its other bank accounts, or treat such funds as a separate line item per its budget and audited financial statements. If Grantee receives more than one award from the Grantor, Grantee shall ensure that the grant funds for each award are accounted for separately.