

ATTACHMENT

Amendment No. 23-SWM22320-A1

Agreement No. SWM22320

AMENDMENT TO THE GRANT AGREEMENT



BETWEEN

THE STATE OF ILLINOIS, ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

AND

COUNTY OF DUPAGE

The Illinois Environmental Protection Agency (Grantor) with its principal office at 1021 North Grand Avenue East, Springfield IL 62794 and County of DuPage (Grantee) with its principal office at 421 N. County Farm Rd., Wheaton, IL 60187 and payment address (if different than principal office) at same hereby hereby agree that the following amendment (Amendment) shall amend the Grant Agreement (Agreement), 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 SWM22320, has an original term from 06/29/22 to 12/29/23.

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 12/29/23, 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):

- | | |
|---|---|
| <input type="checkbox"/> Exhibit A (Project Description) | <input type="checkbox"/> Exhibit F (Performance Standards) |
| <input checked="" type="checkbox"/> Exhibit B (Deliverables/Milestones) | <input type="checkbox"/> Exhibit G (Specific Conditions) |
| <input checked="" type="checkbox"/> Exhibit C (Payment) | <input type="checkbox"/> PART TWO (Grantor-Specific Terms) |
| <input checked="" type="checkbox"/> Exhibit D (Contact Information) | <input checked="" type="checkbox"/> PART THREE (Project-Specific Terms) |
| <input type="checkbox"/> Exhibit E (Performance Measures) | <input checked="" type="checkbox"/> Budget |
| <input checked="" type="checkbox"/> Award Term | <input type="checkbox"/> Funding Source |
| <input checked="" type="checkbox"/> Award Amount | <input type="checkbox"/> Other (specify): _____ |

1.5. **Effective Date.** This Amendment shall be effective on execution . 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 Environmental Protection Agency

By: _____
Signature of John J. Kim by Jacob Poeschel, Director by CFO

By: _____
Signature of Designee

Date: _____
Printed Name: Jacob Poeschel
Printed Title: Chief Financial Officer
Designee

By: _____
Signature of First Other Approver, if Applicable

Date: _____
Printed Name: _____
Printed Title: _____
Other Approver

By: _____
Signature of Second Other Approver, if Applicable

Date: _____
Printed Name: _____
Printed Title: _____
Second Other Approver

By: _____
Signature of Third Other Approver, if Applicable

Date: _____
Printed Name: _____
Printed Title: _____
Third Other Approver

County of DuPage

By: _____
Signature of Authorized Representatives

Date: 5/30/23
Printed Name: Nicholas Kottmeyer

Printed Title: Chief Administrative Officer
Email: NKottmeyer@dupageco.org

By: _____
Signature of Authorized Representative

Date: _____
Printed Name: _____
Printed Title: _____
Email: _____

ARTICLE II
AMENDMENTS

- 2.1. Exhibit B Changes. Exhibit B is amended as detailed in the attached new Exhibit B.
- 2.2. Exhibit C Changes. Exhibit C is amended as detailed in the attached new Exhibit C.
- 2.3. Exhibit D Changes. Exhibit D is amended as detailed in the attached new Exhibit D.
- 2.4. PART THREE Changes. PART THREE is amended by adding the following:

Quarterly Reports. For the calendar quarters ending on September 30, 2022, December 31, 2022, March 31, 2023, June 30, 2023, September 30, 2023, December 31, 2023, March 31, 2024, and June 30, 2024, Grantee must submit quarterly reports within 15 calendar days of the conclusion of the proceeding calendar quarter reflecting all work undertaken in accordance with this Agreement to accomplish the Performance Measures described in Exhibit E and Exhibit F. A quarterly report is not required for the calendar quarter ending September 30, 2024.

Closeout Report. Grantee must submit a closeout report summarizing the work completed in accordance with this Agreement no later than September 1, 2024. The closeout report must include a detailed description of how funds from this Agreement were used to accomplish the Performance Measures described in Exhibit E and Exhibit F.

2.5 Amount of Agreement Changes. Grant Funds shall not exceed \$15,000.00 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

2.6 Award Term Changes. This Agreement shall be effective on June 29, 2022 and shall expire on September 1, 2024, unless terminated pursuant to this Agreement.

2.7 Uniform Budget Template Changes. The Uniform Budget Template is amended as detailed in the new Uniform Budget Template.

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EXHIBIT B
DELIVERABLES OR MILESTONES

Grantees receive funding	Upon Execution
Project work beings	Upon Execution
Project completion date	December 29, 2023
Due date for final report to the Illinois EPA	January 31, 2024

EXHIBIT C

PAYMENT

Grantee shall receive \$15,000.00 under this Agreement.

Enter specific terms of payment here:

Grantee shall receive the entire amount of the award upon the Illinois EPA's determination of eligibility. During the project period, Grantee must document and submit as part of the final report at least \$15,000 in allowable costs incurred by the Grantee for the completion of the project. Specific allowable costs will vary by project but include staff salary for time spent on project activities, staff fringe benefits proportional to time spent on project activities, contractor payments for work undertaken on project activities, and indirect costs.

All documentation related to completion of project work, including the final report, shall be submitted to:
epa.recycling@illinois.gov.

Non-compliance with the terms of this Agreement, including failure to demonstrate the expenditure of at least \$15,000 in allowable costs, may result in the Illinois EPA recouping any improperly or unused grant funds.

EXHIBIT D

CONTACT

INFORMATION

CONTACT FOR NOTIFICATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

GRANTOR CONTACT

Name: Valerie Davis

Title: Acting Materials Management and Compliance Manager

Address: 1021 North Grand Ave. East, Springfield, IL 62794

Phone: 217-785-7492

TTY#: N/A

Fax#: N/A

E-mail Address: Valerie.a.davis@illinois.gov