

## **SUBAWARD AMENDMENT AGREEMENT**

Subaward Number: SA23-451009-LCWD

Clean Jobs Workforce Network Program (the “Program”)

This Contract Amendment (the “Amendment”) is entered into as of November 24, 2024, by and between:

**COLLEGE OF LAKE COUNTY**, located at 19351 W Washington St., Grayslake, IL 60030, and **LAKE COUNTY WORKFORCE DEVELOPMENT**, located at 1 N Genesee St., Waukegan, IL 60085.

Collectively referred to as the “Parties.”

### **RECITALS**

WHEREAS, the Parties entered into a contract titled "**SUBAWARD AGREEMENT**", dated **November 27, 2024** (the “Original Agreement”); and

WHEREAS, the Parties now desire to amend the Original Agreement in accordance with the terms and conditions set forth in this Amendment.

**NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:**

#### **1. Amendments to the Original Agreement**

The following sections of the Original Agreement are hereby amended as follows:

**ATTACHMENT D – SUBGRANTEE AWARD, “Program / Project Title: CEJA Workforce Network Program Subgrantee Project Maximum payment under this SUBAWARD: \$2,052,138.00” and PART V UNIFORM BUDGET**

Project Maximum payment under this SUBAWARD:

The maximum payment amount under this Subaward is hereby amended as follows: For the continuation period from July 1, 2025, through June 30, 2026, the maximum payment amount shall be **\$2,750,000.00**.

## PART V – UNIFORM BUDGET

The Workforce Program Contractor’s budgeted amount for the period of July 1, 2025, through June 30, 2026, is hereby amended to **\$2,750,000.00**.

## **PART 11 – SUBAWARD ADDITIONAL TERMS AND CONDITIONS, Section 12.1 Insurance:**

Section 12.1 Insurance of the Agreement is hereby deleted in its entirety and replaced with the following, which shall apply retroactively to the original Agreement as if fully set forth therein as of the Agreement’s effective date:

12.1 Insurance: SUBRECIPIENT shall maintain liability insurance or a self-insurance fund sufficient to fully cover any claims arising from the actions or omissions of its employees while engaged in activities under this SUBAWARD. SUBRECIPIENT shall also maintain property insurance sufficient to cover the replacement costs of any and all real or personal property, or both, purchased, acquired, or improved in whole or in part with funds disbursed pursuant to this SUBAWARD. Such liability insurance shall be in an amount not less than \$1 million per occurrence and shall be issued by an insurance company qualified to do business in Illinois, with a minimum A.M. Best rating of “A.” The policy shall name the COLLEGE OF LAKE COUNTY as an additional insured with respect to the indemnity obligations assumed by SUBRECIPIENT under Section 19 of this Agreement. The insurance policy shall not be cancellable or modifiable without at least thirty (30) days’ prior written notice to the COLLEGE OF LAKE COUNTY, and the policy term shall be a minimum of one (1) year. SUBRECIPIENT shall promptly notify COLLEGE OF LAKE COUNTY of any changes to its insurance coverage. COLLEGE OF LAKE COUNTY shall not be liable for any claims, demands, actions, expenses, or costs (including attorneys’ fees and costs) arising from the SUBRECIPIENT’s or its employees’, agents’, invitees’, or representatives’ ownership, maintenance, or use of COLLEGE OF LAKE COUNTY property or personnel, except to the extent COLLEGE OF LAKE COUNTY engaged in willful misconduct.

## **ATTACHMENT D – SUBGRANTEE AWARD, “Performance Period is Subaward”, and SUBAWARD AGREEMENT – Paragraph three “Subaward Term”**

The Performance Period of the Subaward, and consequently the Term of the Subaward Agreement, is hereby amended to continue from July 1, 2025, through June 30, 2026.

## **2. No Other Changes**

Except as expressly amended herein, all other terms and conditions of the Original Agreement shall remain in full force and effect.

### **3. Entire Agreement**

This Amendment, together with the Original Agreement, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements or understandings, whether written or oral, relating to such subject matter.

### **4. Counterparts**

This Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic or scanned signatures shall be valid and binding.

**IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the date first written above.**

#### **COLLEGE OF LAKE COUNTY**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

#### **SUBRECIPIENT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_