

**EIGHTH AMENDED AND RESTATED  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN COOK COUNTY AND THE FOREST  
PRESERVE DISTRICT OF COOK COUNTY  
REGARDING CERTAIN REIMBURSEMENTS**

**THIS EIGHTH AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT** (this "Restatement") by and between the County of Cook, an Illinois Home Rule County (the "County"), and the Forest Preserve District of Cook County, a unit of local government under Article VII of the Illinois Constitution of 1970 (the "District") (collectively, the District and the County shall be deemed the "Parties"), is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**RECITALS**

**WHEREAS**, the County provides various services (the "County Services"), as described below, to the District for which the County wishes to be reimbursed;

**WHEREAS**, the Parties entered into a certain Intergovernmental Agreement on August 21, 2012 (the "Agreement") for the reimbursement by the District of the cost of the County Services;

**WHEREAS**, on or about April 25, 2013, the Parties amended the Agreement (the "First Amendment") to include additional services to be provided by the County to the District;

**WHEREAS**, on or about June 18, 2014, the Parties amended the Agreement (the "Second Amendment") to include additional services to be provided by the County to the District and for certain services to be rendered by the District to the County;

**WHEREAS**, on or about September 8, 2015, the Parties amended the Agreement (the "Third Amendment") to modify services to be provided and reimbursement rates;

**WHEREAS**, on or about November 15, 2016, the Parties amended the Agreement (the "Fourth Amendment") to modify services to be provided and reimbursement rates;

**WHEREAS**, on or about June 6, 2017, the Parties amended the Agreement (the "Fifth Amendment") to modify services to be provided and reimbursement rates;

**WHEREAS**, on or about April 25, 2018, the Parties amended the Agreement (the "Sixth Amendment") to modify services to be provided and reimbursement rates;

**WHEREAS**, on or about September 26, 2018, the Parties most recently amended the Agreement ("Amendment No. 1 to the Sixth Amendment") to add services to be provided and reimbursement rates;

**WHEREAS**, on or about February 21, 2019, the Parties most recently amended the Agreement (the "Seventh Amendment") to modify services to be provided and reimbursement rates;

**WHEREAS**, the Parties now seek to further amend the Agreement, as amended by the First, Second, Third, Fourth, Fifth, Sixth and Seventh Amendments (including Amendment No. 1 to the Sixth Amendment), to modify services to be provided and reimbursement rates; and

**WHEREAS**, the Parties intend for this Restatement not only to capture the aforementioned proposed amendments but also to restate the relevant provisions of the Agreement, as previously amended.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements of the Parties herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

#### **I. INCORPORATION OF RECITALS**

The recitals above are incorporated herein as though fully set forth.

#### **II. REIMBURSEMENT BY THE DISTRICT FOR COUNTY SERVICES**

The District agrees to compensate the County for the County Services as set forth below:

- a. For Intergovernmental Relations Services including, but not limited to developing and executing proactive and reactive strategies on legislative, regulatory and administrative proposals and rules and regulations, the District shall pay the County the sum of \$90,000 annually;
- b. For the cost incurred by the County's Department of Risk Management arising from the County's assumption of administering the County healthcare benefit plans (including pharmacy, dental, vision and life) for District employees, including but not limited to handling the determination of eligibility, processing of enrollment information, vendor management, and employee communications, the District shall pay the County the sum of \$58,194 annually;
- c. For the cost incurred by the County's Department of Risk Management for the use of two Risk Management Information System licenses (RMIS), the District shall pay the County the sum of \$2,200 annually;
- d. For the cost incurred by the County's Department of Risk Management including, but not limited to the review and administration of liability claims and researching and responding to coverage questions, the District shall pay the County the sum of \$7,247 annually;
- e. For the costs incurred by the County's Department of Risk Management for the District's portion of the Risk Management Information System (RMIS) integration costs associated with moving workers compensation medical bill re-pricing services to Rising Medical Solutions, the District shall pay the County a one-time sum of \$8,400;
- f. For the cost incurred by the County, through its Print Shop, in providing various printing and graphic design services to the District, the District shall reimburse the County for actual print shop services rendered up to the sum of \$70,000 annually;

- g. For the cost incurred by the County in providing high-volume, multi-function copy, print scan and fax equipment to the District, the District shall reimburse the County for actual equipment rental costs up to the sum of \$50,000 annually;
- h. For the cost incurred by the County arising from the County's assumption of the function of the District's Secretary to the Board of Commissioners, the District shall pay the County the sum of \$162,857 annually;
- i. For the cost incurred by the County Bureau of Technology's provision of internet connectivity services, system administration, information security services, software licenses and various other IT services, the District shall reimburse the County in an amount not to exceed \$834,000 annually;
- j. For the cost incurred by the County's Bureau of Human Resources for the provision of human resource services including the cost pertaining to the maintenance of the Taleo system (automated applicant tracking system), the District shall reimburse the County the sum of \$41,135 annually;
- k. For the cost incurred by the County for the provision of space to the District on the 20<sup>th</sup> floor of 69 West Washington, Chicago, IL, the District shall pay the County the sum of \$163,068 annually;
- l. For the cost incurred by the County Internal Auditor's provision of internal auditing services, the District shall reimburse the County an amount not to exceed \$90,587 for actual costs for internal audit services including one Field Auditor IV position;
- m. For costs incurred by the County, on behalf of the District, in connection with the installation and operation of an enterprise resource/payroll system, the District shall reimburse the County in an amount not to exceed \$234,796 annually;
- n. For costs incurred by the County, on behalf of the District, in connection with the installation, implementation and operation of a time and attendance management system, the District shall reimburse the County in an amount not to exceed \$42,159 annually;
- o. For costs incurred by the County on behalf of the District, arising from the various intergovernmental services provided by each of the County Commissioner's offices, respectively, the District shall reimburse the County in an amount not to exceed \$200,000 annually; and
- p. Subject to the review and approval of the District, and if required, the District's Board of Commissioners, the District shall reimburse the County's Bureau of Technology for costs of additional technological investments made by the County on behalf of the District.

### **III. REIMBURSEMENT BY COUNTY FOR DISTRICT SERVICES**

- a. The County agrees to reimburse the District for cost incurred by the District's provision

of lawn maintenance services and other related services to the County in an amount not to exceed \$235,000 annually.

- b. The County will compensate the District in an amount not to exceed \$695,000 annually for actual salaries, benefits and other necessary expenses of four (4) positions: One (1) Chief of Executive Protection position and Three (3) Security Specialist Operator positions.
- c. The County's Department of Emergency Management and Regional Security will transfer the following vehicle to the District's Department of Law Enforcement to be used for policing and security protection services.

Year	Make	Model	Plate #	VIN #
2016	CHEVROLET	TAHOE	AP 59274	1GNSKEFC8GR341510

**IV. TERM**

The term of this Restatement shall commence January 1, 2021 and shall continue through December 31, 2021 (the "Term"). This Restatement may be terminated during the Term by either party upon sixty (60) days written notice to the other.

**V. NOTICE**

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service during regular business hours; (b) facsimile or e-mail transmission during regular business hours; (c) overnight courier; or (d) first class mail properly addressed with postage prepaid and deposited in the U. S. Mail. Any notice, demand or request served personally or by facsimile or e-mail transmission as aforesaid shall be effective upon receipt. Any notice, demand or request served by overnight courier shall be deemed received on the business day immediately following deposit with the overnight courier. Any notice, demand or request served by U.S. mail shall be deemed received two (2) business days following deposit in the mail. Notices shall be served at the following addresses or at such other place as the Parties may from time to time designate in writing by notice given hereunder.

If to the Cook County Office of President  
Office: 5<sup>th</sup> Floor, County Building  
118 North Clark Street  
Chicago, Illinois 60602

If to the Cook County Forest Preserve District of Cook County  
Forest Preserve District: 536 North Harlem Avenue  
River Forest, Illinois 60305  
Attn: General Superintendent

With a copy to:

Forest Preserve District of Cook County  
69 West Washington, Suite 2010  
Chicago, Illinois 60602  
Attn: Chief Attorney

## VI. GENERAL

- A. Applicable Law. The Parties shall at all times observe and comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, now existing or hereinafter in effect, which may in any manner affect the performance of this Restatement.
- B. Counterparts. This Restatement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single, integrated instrument.
- C. Governing Law and Venue. This Restatement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to the principles of conflicts of law thereof. If there is a lawsuit under this Restatement, each party hereto agrees to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Restatement.
- D. Entire Agreement; Modification. This Restatement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreements, restatements, amendments, negotiations and discussions. This Restatement may not be modified or amended in any manner without prior written consent of the Parties hereto. No term of this Restatement may be waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the party benefited by such term.
- E. Severability. If any term of this Restatement or any application thereof is held invalid or unenforceable, the remainder of this Restatement shall be construed as if such invalid part were never included herein and this Restatement shall be and remain valid and enforceable to the fullest extent permitted by law.
- F. Conflicts. This Restatement shall not be legally binding on the County or the District if entered into in violation of the provisions of the Public Officer Prohibited Activities Act, 50 ILCS 105/0.01 *et seq.*

**IN WITNESS WHEREOF**, the Parties have hereunder affixed their respective hands and seals on the day and year written above.

**COOK COUNTY EXECUTION:** The undersigned, on behalf of the County of Cook, Illinois, a body politic and corporate of the State of Illinois, hereby accept the foregoing Seventh Amended and Restated Intergovernmental Agreement:

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Honorable Toni Preckwinkle.  
President, Cook County Board of Commissioners

ATTEST:

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Honorable Karen A. Yarbrough  
Cook County Clerk

Approved as to form:

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Assistant State's Attorney

**FOREST PRESERVE DISTRICT OF COOK COUNTY EXECUTION:** The undersigned, on behalf of the Forest Preserve District of Cook County, a special district of the State of Illinois, hereby accept the foregoing Seventh Amended and Restated Intergovernmental Agreement:

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Honorable Toni Preckwinkle  
President, Forest Preserve District of Cook County Board of Commissioners

ATTEST:

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Matthew B. DeLeon  
Secretary, Forest Preserve District of Cook County Board of Commissioners

ACKNOWLEDGED:

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Arnold Randall  
General Superintendent, Forest Preserve District of Cook County

Approved as to form:

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Lisa Lee  
Chief Attorney, Forest Preserve District of Cook County