

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

THIS SECOND AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT (the "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 Section 6 of 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 _____, 2014.

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 of payment 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, Parties now seek to further amend the Agreement and the First Amendment to provide for even more services to be rendered by the County to the District and to include certain services to be rendered by the District to the County;

WHEREAS, the parties intend for this Restatement not only to capture the aforementioned proposed amendments but also to restate the relevant provisions of the First Amendment and the Agreement; and

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 health care plans of District employees, including but not limited to handling all aspects of health benefit plan administration, processing of information to the database, reconciliation, claims management, and open enrollment communications, the District shall pay the County the sum of \$10,000 annually;
- c. 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 \$90,000 annually;
- d. 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;
- e. 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 \$45,000 annually;
- f. 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 \$600,000 annually;
- g. For the cost incurred by the County Chief Financial Officer's provision of technical investment assistance, the District shall pay the County an amount not to exceed \$10,000 annually;
- h. For the cost incurred by the County Human Resources Director's provision of human resource services to the District, the District shall pay the County the sum of \$20,000 annually;
- i. For the cost incurred by the County for the provision of space to the District on the 20th floor of 69 West Washington, Chicago, IL, the District shall pay the County the sum of \$150,000 annually;
- j. For the cost incurred by the County Office of Contract Compliance's provision of contract compliance services to the District, the District shall pay the County the sum of \$10,000 annually; and
- k. For the cost incurred by the County Internal Auditor's provision of internal auditing services as described further in Exhibit A, the District shall reimburse the County an amount not to exceed \$80,000 annually and approximately equal to the annual salary, benefits, and administrative costs for one Field Auditor IV to be hired by the Office of County Auditor.

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 \$150,000 annually;
- b. The County agrees to provide funding to the District for cost incurred by the District in administering a summer job program for the youth by issuing a one-time only payment not to exceed \$100,000 for the summer of 2014.

IV. TERM

The term of this Restatement shall commence, retroactively, January 1, 2014 through December 31, 2014 (the "Initial Term"). The Restatement shall automatically renew for additional one year terms (each a "Renewal Term") unless otherwise terminated. During the Initial Term, either party may terminate this Restatement upon ninety (90) days written notice to the other party. Thereafter, this Restatement may be terminated during any Renewal 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 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 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:	Office of President 5 th Floor, County Building 118 North Clark Street Chicago, Illinois 60602
With a copy to:	Office of President Legal Affairs 69 West Washington, Suite 1415 Chicago, Illinois 60602 Attn: Special Legal Counsel
If to the Cook County Forest Preserve District:	Forest Preserve District of Cook County 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: Legal Department

VI. GENERAL

- A. 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.
- A. 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.
- B. 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.
- C. Entire Agreement; Modification. This Restatement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements, 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.
- D. 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 Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.
- E. Conflicts. This Restatement shall not be legally binding on the County or the Forest Preserve 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 below written.

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 Second Amended and Restated Intergovernmental Agreement:

Honorable Toni Preckwinkle.
President, Cook County Board of Commissioners

ATTEST:

Honorable David Orr
Cook County Clerk

Dated: _____

Approved as to form:

Assistant State's Attorney

FOREST PRESERVE DISTRICT OF COOK COUNTY EXECUTION: The undersigned, on behalf of the Forest Preserve District of Cook County, a body politic and corporate of the State of Illinois, hereby accept the foregoing Second Amended and Restated Intergovernmental Agreement:

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

ATTEST:

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

Dated: _____

ACKNOWLEDGED:

Arnold Randall
General Superintendent, Forest Preserve District of Cook County

Approved as to form:

Dennis White
Chief Attorney, Forest Preserve District of Cook County

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