

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

THIS TWELFTH 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 _____, 2023.

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 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 amended the Agreement (the "Seventh Amendment") to modify services to be provided and reimbursement rates;

WHEREAS, on or about October 22, 2020, the Parties amended the Agreement (the "Eighth Amendment") to modify services to be provided and reimbursement rates;

WHEREAS, on or about January 28, 2021, the Parties amended the Agreement (the “Ninth Amendment”) to modify services to be provided and reimbursement rates;

WHEREAS, on or about October 5, 2021, the Parties amended the Agreement (the “Tenth Amendment”) to modify services to be provided and reimbursement rates;

WHEREAS, on or about December 19, 2022, the Parties most recently amended the Agreement (the “Eleventh 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, Seventh, Eighth, Ninth, Tenth, and Eleventh 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 \$66,113 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 \$7,501 annually;
- d. For the cost incurred by the County’s Department of Risk Management including, but not limited to researching and responding to coverage questions, the District shall pay the

County the sum of \$8,287 annually;

- e. For the cost incurred by the County's Department of Risk Management for commercial cyber liability insurance, the District shall pay the County the sum of \$11,242 annually;
- f. For the cost incurred by the County's Bureau of Administration for SESAC licenses to cover the use of music during public events, the District shall pay the County the sum of \$15,000 annually;
- g. For the cost incurred by the County's Bureau of Administration for administering District Board meetings onsite via communications personnel, the District shall pay the County the sum of \$2,300 annually;
- h. For the cost incurred by the County's Bureau of Administration for administering District Board meetings offsite via communications personnel, the District shall pay the County the sum of \$3,800 annually;
- i. 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;
- j. 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 \$63,660 annually;
- k. 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;
- l. 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;
- m. 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 \$37,934 annually;
- n. 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 \$202,174 annually;
- o. 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 \$112,705 for actual costs of internal audit services including one Field Auditor IV position;
- p. 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 \$271,793 annually;

- q. 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 \$37,789 annually;
- r. 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
- s. 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.
- t. For the cost incurred by the County's Board Secretary for administrating webhosting services for the public facing version of the Forest Preserve District of Cook County Code of Ordinances, the District shall pay \$12,500 annually, to be billed directly to the District by the County's chosen webhosting vendor.

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 for the County highway property adjacent to forest preserves per the agreement with the County Highway Department in an amount not to exceed \$285,600 annually.
- b. The County agrees to reimburse the District for costs incurred by the District's provision of lawn maintenance services and other related services to the County for the Oak Forest Hospital Campus in an amount not to exceed \$102,500 annually. There are approximately 65 acres to be maintained and manicured in the Oak Forest Hospital Campus. There will be 10-12 cuts per year weather permitting. Cutting cycles will begin mid-April and conclude the end of October (14 days per cycle). Among some other responsibilities will be small branch removal, pick up debris, mulch leaves in the fall, cut and trim main entrance and all permissible access roads, line trim around trees, curbs, gutters and parking islands, clean and blow sidewalks, clear curbs and sewer inlet of debris for drainage purposes (leaves). Debris that is picked up around the Hospital campus will be disposed on site utilizing existing storage bins at the Oak Forest Hospital maintenance shop.
- c. The County agrees to reimburse the District for costs incurred by the District's provision of snow removal and other related services to the County for the Oak Forest Hospital Campus in an amount not to exceed \$73,000 annually. There are approximately 7 lane miles of hard surface, and 12,000 linear feet of sidewalks that need to be cleaned. There are approximately 25 snow call outs per year, ranging from freezing rain to major snow accumulation. Large snow vehicles will be used to plow and salt the admin access roads, while the smaller vehicles will be used to clear snow,

salt parking lots and drive around buildings. Skid Steer will be provided to load vehicles with salt and remove snow on sidewalks and smaller paths around the complex. Two additional laborers will be needed to remove snow and spread de-icing materials on stairs and walkways. Special attention, or first priority will be given to the Pharmacy parking lot and the main entrance to the building. Rock salt and other de-icing chemicals will be stored on site utilizing existing buildings.

- d. The County will compensate the District in an amount estimated at \$1,250,650 annually for actual salaries, benefits, duty related personnel expenses and other necessary non-personnel expenses of seven (7) positions assigned to the Executive Protection detail: One (1) Chief of Executive Protection position and Six (6) Security Specialist Operator or comparable positions. Other expenses not listed above, but incurred in performing the Executive Protection function by Forest Preserve District sworn personnel as assigned by the Chief of Police, excluding regular salary and wages, shall be eligible for reimbursement up to an amount not to exceed \$25,000.
- e. The County will compensate the District in an amount estimated at \$315,000 for the purchase of five (5) 2024 Model Year Ford Expeditions to be used by the Executive Protection detail, subject to approval by the Forest Preserve District Board of Commissioners.
- f. Effective December 1, 2023, the Parties agree that the County shall indemnify, save harmless, and defend the District, its officers, and employees from any and all liabilities arising out of the acts or omissions by any District personnel acting in the course of their employment in the performance of or in support of the Executive Protection function as of December 1, 2023, and for any liabilities arising from the Executive Protection function by Forest Preserve District sworn personnel as assigned by the Chief of Police. Such liabilities include, but are not limited to libel, slander, defamation, false arrest, false imprisonment, malicious prosecution, battery, assault, wrongful entry, excessive force, intentional infliction of emotional distress, invasion of rights or privacy, violations of the Civil Rights Act of 1964, and other state and federal tort claims against any officers in their individual or official capacities while performing or supporting the Executive Protection function. In accordance with 745 ILCS 10/2-102, neither the County nor the District shall be liable for any punitive or exemplary damages in any action brought directly or indirectly against them. In the event of a criminal prosecution against any member of the Executive Protection detail or District personnel assigned in support of the Executive Protection function arising out of their acts or omissions in the course of the duties of their assignment, the Parties assume no responsibility for any legal defense costs. The District shall notify the Cook County Department of Risk Management and the President's General Counsel within fifteen (15) days of receipt of any claims covered under this section.
- g. In the event of any duty-related injury, or temporary or permanent disability that occurred in the course and scope of their assigned duties on or after December 1, 2023, the County shall reimburse the District for the full and complete liability, including related medical expenses, to any member of the Executive Protection detail, or any District personnel acting in support of the Executive Protection function, or their dependents arising from any claim or obligation imposed by the Illinois Workers'

Compensation Act (820 ILCS 305/1), the Public Employee Disability Act (5 ILCS 345/0.01 *et seq*), or the Public Safety Employee Benefits Act (820 ILCS 320/1 *et seq*)(collectively, the “Acts”). The District agrees to transfer any claims for duty-related injury, or temporary or permanent disability that occurred in the course and scope of duty by any member of the Executive Protection detail, or any District personnel acting in support of the Executive Protection function, or their dependents arising from any claim or obligation imposed by the Acts to the Cook County Department of Risk Management immediately but no later than (5)days of receipt of any claims covered under this section for coordination in responding to such claims as well as defense of such claims. Notwithstanding the above, effective immediately, the District agrees to transfer FPCC Origami Claim Number 202111081, IWCC Case No. 22WC003843, to the Cook County Department of Risk Management for managing the response to such claim as well as indemnification and defense of such claim, excluding, however, any costs and expenses paid to date by the District in relation to such claim.

- h. In the event of any duty-related injury, or temporary or permanent disability that occurred in the course and scope of their assigned duties on or after December 1, 2023, the County shall reimburse the District for the full and complete liability, including related medical expenses, to any member of the Executive Protection detail, or any District personnel acting in support of the Executive Protection function, or their dependents arising from any claim or obligation imposed by the Illinois Workers’ Compensation Act (820 ILCS 305/1), the Public Employee Disability Act (5 ILCS 345/0.01 *et seq*), or the Public Safety Employee Benefits Act (820 ILCS 320/1 *et seq*)(collectively, the “Acts”). The District agrees to transfer any claims for duty-related injury, or temporary or permanent disability that occurred in the course and scope of duty by any member of the Executive Protection detail, or any District personnel acting in support of the Executive Protection function, or their dependents arising from any claim or obligation imposed by the Acts to the Cook County Department of Risk Management immediately but no later than (5) days of receipt of any claims covered under this section for coordination in responding to such claims as well as defense of such claims. Notwithstanding the above, effective immediately, the District agrees to transfer its current actively managed claim for duty-related injury, or temporary or permanent disability, existing as of October 24, 2023 by District personnel acting in support of the Executive Protection function to the Cook County Department of Risk Management for managing the response to such claim as well as indemnification and defense of such claim, excluding, however, any costs and expenses paid to date by the District in relation to such claim.

IV. PARKING PRIVILEGES, USE OF VEHICLES AND EQUIPMENT

- a. Cook County’s Department of Emergency Management and Regional Security (“DEMRS”) response vehicles are granted parking privileges at any District police station for official County vehicles subject to availability and the approval of the District’s Chief of Police.

- b. District presidential security detail vehicles are granted parking privileges at DEMRS facilities subject to availability and the approval of the DEMRS executive director.
- c. Upon request, the District agrees to allow DEMRS the use of District owned equipment and/or vehicles in connection with DEMRS emergency response activities subject to availability, and approval by the District's General Superintendent. Any such request should be submitted in writing by DEMRS to the District's Director of Facilities and Fleet.

V. TERM

The term of this Restatement shall commence January 1, 2024 and shall continue through December 31, 2024 (the "Term"). This Restatement may be terminated during the Term by either party upon sixty (60) days written notice to the other. Notwithstanding the above, it is the intention of the Parties that the obligations in Article III, Sections (f) and (g) began on dates specified in same.

VI. 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: 5th 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

VII. 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 Venue⁸. 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 Twelfth Amended and Restated Intergovernmental Agreement:

Honorable Toni Preckwinkle.
President, Cook County Board of Commissioners

ATTEST:

Honorable Karen A. Yarbrough
Cook County Clerk

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 special district of the State of Illinois, hereby accept the foregoing Twelfth Amended and Restated Intergovernmental Agreement:

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

ATTEST:

Lynne Turner
Secretary, Forest Preserve District of Cook County Board of Commissioners

ACKNOWLEDGED:

Arnold Randall
General Superintendent, Forest Preserve District of Cook County

Approved as to form:

Lisa Lee
Chief Attorney, Forest Preserve District of Cook County