

AMENDMENT NUMBER ONE
to an
AGREEMENT
between
LAKE COUNTY
and the
STATE OF ILLINOIS/DEPARTMENT OF NATURAL RESOURCES
for the
LAKE COUNTY FLOOD HAZARD MITIGATION PROJECT

Contract Number OWR- 379

THIS AMENDMENT NUMBER ONE is made among LAKE COUNTY, Illinois (hereinafter referred to as the "COUNTY") and the Department of Natural Resources/Office of Water Resources, (hereinafter referred to as the "DEPARTMENT") acting for and on behalf of the State of Illinois.

WHEREAS, the DEPARTMENT, and the COUNTY, entered into an agreement, hereinafter referred to as the "**AGREEMENT**", effective May 20, 2020, covering the DEPARTMENT'S participation in the Lake County Flood Hazard Mitigation Project, hereinafter referred to as the "**PROJECT**"; and

WHEREAS, the Illinois General Assembly has appropriated funds to the DEPARTMENT for the PROJECT under Public Act 98-0675, Article 8, Section 10 for expenditure by the Office of Water Resources for statewide flood hazard mitigation projects; and

WHEREAS, it is the intent of the State that all or a portion of the costs of this project will be paid or reimbursed from the proceeds of tax-exempt bonds subsequently issued by the State; and

WHEREAS, the COUNTY requested an extension to the PROJECT because they were unable to complete the scope of work by the time specified in the AGREEMENT and requested an extension of the termination date of the original AGREEMENT to allow adequate time to complete the PROJECT; and

WHEREAS, the DEPARTMENT has determined that 1) The circumstances that necessitate the change in performance were not reasonably foreseeable at the time the contract was signed, 2) The change is germane to the original contract as signed, and 3) the circumstances that necessitate the change in performance are in the best interest of the unit of State or local government and authorized by law.

WHEREAS, the DEPARTMENT has determined that the execution of this AGREEMENT is subject to the signature requirements of the "State Finance Act", 30 ILCS 105/9.02; and

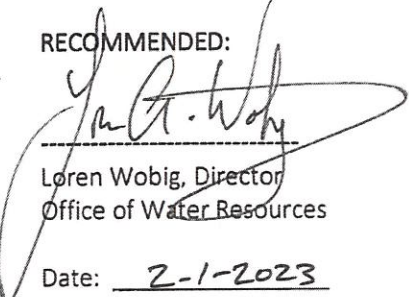
NOW THEREFORE, for and in consideration of these premises, the parties hereto agree to the following modifications therein:

1. On page 2 of the AGREEMENT, under Item A.4. the first sentence which reads "The DEPARTMENT's funding obligation of \$1,732,968 will expire upon completion of the work covered hereunder or June 30, 2021, whichever occurs first" should be changed to "The DEPARTMENT's funding obligation of \$1,732,968 will expire upon completion of the work covered hereunder or June 30, 2023, whichever occurs first."
2. All other covenants under terms of the May 20, 2020 AGREEMENT remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year written, and represent that the signatories below are duly authorized to execute this AMENDMENT NUMBER ONE to the AGREEMENT for the LAKE COUNTY FLOOD HAZARD MITIGATION PROJECT on behalf of their respective bodies, and that the effective date of this AMENDMENT NUMBER ONE is the date approved and executed by the Director of the DEPARTMENT.


STATE OF ILLINOIS

RECOMMENDED:



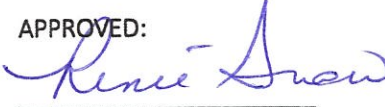
 Loren Wobig, Director
 Office of Water Resources
 Date: 2-1-2023

APPROVED:



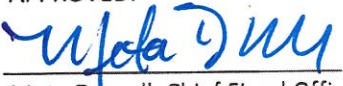
 NATALIE FINNIE
 Director
 Department of Natural Resources
 Date: 2/9/23

APPROVED:



 Renee Snow, Legal Counsel
 Date: 2/6/2023

APPROVED:



 Meta Darnell, Chief Fiscal Officer
 Date: 2/7/2023

APPROVED FOR EXECUTION
 Date: 11/30/22
 Legal Counsel: Robert G. Meek

LAKE COUNTY


ATTEST:

Osterby, Sharon

 Water Resource Professional
 Title _____
 Date: 2/1/2023

Digitally signed by Osterby, Sharon
 DN: E=S Osterby@lakecountyil.gov, CN=Osterby,
 Sharon, OU=Stormwater Management,
 OU=Departments, DC=lakeco, DC=org
 Date: 2023.02.01 09:53:10-0500

APPROVED:



 Executive Director
 Title _____
 Date: 1/11/2023

STANDARD CERTIFICATIONS FOR INTERGOVERNMENTAL AGREEMENTS

Public Agency acknowledges and agrees that compliance with this section and each subsection for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Public Agency certifies compliance with this section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance.

If this contract extends over multiple fiscal years including the initial term and all renewals, Public Agency shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

1. As part of each certification, Public Agency acknowledges and agrees that should Public Agency provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
 - the contract may be void by operation of law,
 - the State may void the contract, and
 - the Public Agency or its agents may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2. Public Agency certifies it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this contract.
3. If Public Agency employs 25 or more employees and this contract is worth more than \$5000, Public Agency certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. (30 ILCS 580)
4. Public Agency certifies that the Public Agency is not participating or shall not participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
5. Public Agency certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
6. Public Agency certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).
7. Public Agency warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Contractors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
8. Public Agency certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract will comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at www.dhs.state.il.us/itaa. (30 ILCS 587)

AGENCY Lake County Stormwater Management Commission

SIGNATURE 

PRINTED NAME Kurt Woolford

TITLE Executive Director