

**ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY  
STORMWATER CAPITAL IMPROVEMENT PROGRAM (DCEO-STOCIP)  
AMENDMENT NO. 1 TO THE  
INTERGOVERNMENTAL AGREEMENT  
between the  
LAKE COUNTY STORMWATER MANAGEMENT COMMISSION  
AND THE  
EAST SKOKIE DRAINAGE DISTRICT  
FOR THE  
SKOKIE RIVER CHANNEL IMPROVEMENTS – PHASE 2**

This amendment is by and between the LAKE COUNTY STORMWATER MANAGEMENT COMMISSION (herein referred to as “SMC”), 500 West Winchester Road, Libertyville, Illinois 60048 and the East Skokie Drainage District, (herein referred to as “Local Sponsor”, 9 N. County Street, Suite 200, Waukegan, IL 60085, who agree to amend the original Agreement, as follows:

**ARTICLE I  
AWARD AND SMC/LOCAL SPONSOR – SPECIFIC PROJECT INFORMATION**

**1.3 Amount of Grant Contribution.** Through this Agreement, SMC agrees to contribute, by means of reimbursement, eligible project expenses in an amount not to exceed \$2,343,660.00 from the Illinois Department of Commerce and Economic Opportunity (DCEO) Grant for implementation of the PROJECT. SMC Reimbursement is contingent upon funding from DCEO, Local Sponsor’s compliance with the terms of the DCEO-SMC Grant Agreement, compliance with terms and conditions of DCEO-STOCIP program, and compliance with all applicable federal and state laws and regulations.

**ARTICLE VI  
TERM; COMPENSATION; TERMINATION**

**6.2 Availability of Grant Application.** Funding for the PROJECT is contingent upon execution of the funding award by DCEO and SMC. Pursuant to the DCEO-SMC Grant Agreement and the Terms and Conditions herein, DCEO funding shall reimburse eligible PROJECT Expenses incurred by either the Local Sponsor or SMC, up to a NOT TO EXCEED value of \$2,343,660. PROJECT expenses that exceed \$2,343,660 are not reimbursable and shall be paid by the Local Sponsor.

All terms and conditions set forth in the original Agreement and any subsequent amendment, but not amended herein, shall remain in full force and effect as written. In the event of a conflict, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the Stormwater Management Commission and East Skokie Drainage District have caused this Agreement to be executed by their duly authorized representatives.

LOCAL SPONSOR

\_\_\_\_\_  
Joseph Bridges, Chair  
East Skokie Drainage District

\_\_\_\_\_  
Date

STORMWATER MANAGEMENT COMMISSION

\_\_\_\_\_  
Kurt Woolford, Executive Director  
Lake County Stormwater Management Commission

\_\_\_\_\_  
Date