

**First Amendment to**  
**Intergovernmental Agreement for Services**  
**Between**  
**The County of Lake, Illinois**  
**&**  
**The Lakes Region Sanitary District**  
**Effective as of**

\_\_\_\_\_, \_\_\_\_\_

## **First Amendment to Intergovernmental Agreement to Foster Collaboration on Sewer-Related Operations and Services**

THIS “First Amendment to Intergovernmental Agreement to Foster Collaboration on Sewer-Related Operations and Services” (the “**First Amendment**”) is entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the “**Amendment Effective Date**”), between the County of Lake, a unit of local government in the State of Illinois (“**County**”), and the Lakes Region Sanitary District, a unit of local government created under the Sanitary District Act of 1936 (“**District**”).

### **Recitals**

WHEREAS:

1. The District and the County have previously entered into that certain “Intergovernmental Agreement to Foster Collaboration on Sewer-Related Operations and Services” (the “**Agreement**”), which Agreement has been in effect since November 14, 2017.
2. The County and the District have determined that the Agreement has functioned effectively for both parties.
3. The Parties anticipate that the District’s need for administrative services under the Agreement are expected to increase, and the Parties acknowledge that such increased administrative services should be subject to reimbursement in a clearly established and routine manner.
4. Accordingly, the Parties desire to enter into this First Amendment to the Agreement to ensure that additional administrative services are fully understood and addressed in the scope of the Agreement, as amended.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this First Amendment, and pursuant to the provisions of Article VII, Section 10 of the Illinois Constitution, the Intergovernmental Cooperation Act, 5 ILCS 2201/1 *et seq.*, Section 5-15010 of the Counties Code (55 ILCS 5/5-15010), and the applicable powers of the District under 70 ILCS 2805/1 *et seq.*, and all other applicable powers of the County and the District, the Parties hereby agree as follows:

**Section 1:**     Recitals. The foregoing recitals are incorporated into and made a part of this First Amendment as if fully set forth in this Section 1.

**Section 2:**     Amendment to Article 2:

A.     Section 2.2 of Article 2 of the Agreement, entitled “Collaboration in Administrative Services,” shall be and is hereby amended by adding a new Subsection 2.2.3, which Subsection 2.2.3 shall hereafter be and read as follows:

**2.2.3 Notwithstanding any other provision in this Section 2.2, to the extent that the County is the Assisting Party and the administrative services to be provided to the District as a Requesting Party arise from the loss of a full-time employee of the District, then: (a) the County shall notify the District at the time of agreeing to provide the requested administrative services that such services are being provided subject to reimbursement; and (b) the District's acceptance of the services shall be deemed to include the District's agreement to reimburse the County for the services on an hourly basis at a rate reflective of not more than the County's cost for the PW Department employees involved; on a semi-annual basis, the County will provide the District with a summary of the then-effective rates for such PW Department employees. Such services shall be charged to the District on an hourly basis assessed in one-hour increments per person, with any partial hour of service charged as a full hour**

**2.2.3.1 Invoicing. The County shall prepare and submit to the District on a monthly basis an invoice setting forth the date of services, services provided, personnel utilized to provide such services, and the charges associated with any Assisting Party services for the previous month.**

**2.2.3.2 Payment. Within 30 days of receiving an invoice from the County, the District shall pay the invoiced amount for the services rendered. The District agrees that if payment is not remitted to the County within 45 days of the District's receipt of a properly submitted invoice, then interest shall accrue on any outstanding balance at the lower of 9% per annum or the maximum rate permitted by law.**

B. Article 2 of the Agreement, entitled "Collaboration in Administrative Services," shall be and is hereby further amended by adding a new Subsection 2.4, which Subsection 2.4 shall hereafter be and read as follows:

**2.4 The Parties agree and acknowledge that the Requesting Party's supervisory and managerial personnel will advise the Assisting Party about what work needs to be done by the employee or employees provided by the Assisting Party, but the Assisting Party shall retain the right of direction and control over such employees as are necessary to conduct the Requesting Party's business and operations.**

Section 3: Effect; Continued Effect. This First Amendment shall take effect as of the Amendment Effective Date. Except as expressly set forth in this First Amendment, the terms of the Agreement (including its exhibits) shall remain in full force and effect.

*[Signature page to follow.]*

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed by their duly authorized representatives.

**Signed:**

**COUNTY OF LAKE**

By: \_\_\_\_\_

Its

Date: \_\_\_\_\_

**LAKES REGION SANITARY DISTRICT**

By: \_\_\_\_\_

J. Kevin Hunter

Its President

Date: 9-14-18