

**FIRST AMENDMENT TO
AN INTERGOVERNMENTAL AGREEMENT
IN REGARD TO CLAIMS ADJUSTER AND SAFETY CONSULTANT SERVICES**

This FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (the "FIRST AMENDMENT") is entered into this ____ day of _____, 2014, by and between the Village of Lombard, an Illinois municipal corporation ("Lombard"), the Village of Mount Prospect, an Illinois municipal corporation ("Mt. Prospect"), the Village of Wheeling, an Illinois municipal corporation ("Wheeling"), and the Metro Risk Management Agency, a joint self-insured intergovernmental risk pool, whose current membership consists of the Schaumburg Park District, the Mount Prospect Park District and the Palatine Park District, (the "MRMA"). Lombard, Mt. Prospect, Wheeling and MRMA are sometimes referred to hereinafter individually as a "Member" and collectively as the "Members."

WITNESSETH

WHEREAS, the Members entered into AN INTERGOVERNMENTAL AGREEMENT IN REGARD TO CLAIMS ADJUSTER AND SAFETY CONSULTANT SERVICES, effective January 1, 2013 (the "ORIGINAL AGREEMENT"); and

WHEREAS, the Members desire to amend certain provisions of the ORIGINAL AGREEMENT, so as to use the base claims allocation model for the first three (3) years, with a true up at the end of said three year period, as opposed to a true up after each year; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and 5 ILCS 220/1 through 220/9 provide authority for intergovernmental cooperation; and

WHEREAS, it is in the collective best interests of the Members to enter into this FIRST AMENDMENT;

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements hereinafter contained, the Members agree as follows:

1. That Section 8.A. of the ORIGINAL AGREEMENT is hereby amended to read in its entirety as follows:

“8. Account

- A. The Cost of administering the Cooperative and paying for the Services through the Administrator shall be borne by all the Members. Payments into the Account shall be made as follows:

The Board, at least thirty (30) days prior to the start of each Fiscal Year, will approve the total anticipated costs and expenses of administering the Cooperative and providing the Services through the Administrator (the “Account Amount”). Each Member shall, thereafter, pay its share of the Account Amount, as follows:

- i. One-half (1/2) of the Account Amount shall be paid by the Members, with each Member paying twenty-five percent (25%) of said one-half (1/2) of the Account Amount.
- ii. One-half (1/2) of the Account Amount shall be paid by the Members, based on the average number of Claims per year that each Member has had over their respective previous three (3) fiscal year periods prior to the effective date of the Agreement (the “Average Number of Claims”), based on the following formula:

$$\frac{\text{The Average Number of Claims for the Member}}{\text{The Total of the Average Number of Claims for Each Member}} \times \text{One-half (1/2) of the Account Amount} = \text{The Individual Member's payment}$$

- iii. As Mt. Prospect and MRMA are only participating in regard to the claims adjuster portion of the Services relative to workers’ compensation claims, only Mt. Prospect’s and MRMA’s workers’ compensation claims shall be used relative to calculating the number of Mt. Prospect Claims and MRMA Claims under this Section 8.
- iv. The Account Amount due from each Member, for each Fiscal Year, shall be paid to the Cooperative in four (4) equal payments, with twenty-five percent (25%) of the Account Amount due from each Member for the Fiscal Year due on or before the 15th day of January, April, July and October each Fiscal Year.
- v. Within ninety (90) days of the end of the third Fiscal Year of this Agreement, or the termination of this Agreement if the termination occurs prior to the end of the third Fiscal Year, there shall be a recalculation of each Member’s share of the Account Amount, based on the actual amount spent for the Services and the actual number of Claims of each Member during the three (3) Fiscal Years, or during such shorter period if

this Agreement is terminated prior to the end of the third Fiscal Year, with additional Account Amount payments being made by the Members, or refunds issued to the Members, as the case may be, within thirty (30) days thereafter.”

2. That all portions of the ORIGINAL AGREEMENT, not amended hereby, shall remain in full force and effect.

3. This FIRST AMENDMENT shall be executed simultaneously in four (4) counterparts, each of which shall be deemed an original, but both of which shall constitute one and the same FIRST AMENDMENT.

4. This FIRST AMENDMENT shall be deemed dated and become effective on the date the last of the Members executes this FIRST AMENDMENT, as set forth below.

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HAS INTENTIONALLY BEEN LEFT BLANK.**

IN WITNESS WHEREOF, the Members, pursuant to authority granted by the appropriate action of each respective corporate authority/governing board, have caused this FIRST AMENDMENT to be executed by their respective authorized representatives.

VILLAGE OF LOMBARD

By: _____
Keith Giagnorio
Village President

ATTEST:

Sharon Kuderna
Village Clerk

Dated: _____

VILLAGE OF MOUNT PROSPECT

By: _____
Arlene A. Juracek
Village President

ATTEST:

Lisa Angell
Village Clerk

Dated: _____

VILLAGE OF WHEELING

By: _____
Dean S. Argiris
Village President

ATTEST:

Elaine Simpson
Village Clerk

Dated: _____

METRO RISK MANAGEMENT AGENCY

By: _____
Name: _____
Title: _____

ATTEST:

Name: _____
Title: _____

Dated: _____

STATE OF ILLINOIS)
) SS
COUNTY OF DuPAGE)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Keith Giagnorio and Sharon Kuderna, personally known to me to be the Village President and Village Clerk of the Village of Lombard, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such Village President and Village Clerk, respectively, appeared before me this day in person and severally acknowledged that, as such Village President and Village Clerk, they signed and delivered the signed instrument, pursuant to authority given by the Village of Lombard, as their free and voluntary act, and as the free and voluntary act and deed of said Village of Lombard, for the uses and purposes therein set forth, and that said Village Clerk, as custodian of the corporate seal of said Village of Lombard, caused said seal to be affixed to said instrument as said Village Clerk's own free and voluntary act and as the free and voluntary act of said Village of Lombard, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this _____ day of _____, 2014.

Notary Public