

EXHIBIT A to the Ordinance

Second Amendment

(see attached)

**SECOND AMENDMENT TO MASTER INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF CHICAGO, THROUGH ITS
DEPARTMENT OF FLEET AND FACILITY MANAGEMENT
AND THE PUBLIC BUILDING COMMISSION OF CHICAGO**

This Second Amendment to the Master Intergovernmental Agreement (the "**Second Amendment**"), dated as of _____, 202__, is made by and between the City of Chicago, an Illinois municipal corporation, having its principal office at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 (the "**City**"), by and through its Department of Fleet and Facility Management ("**2FM**"), as effective successor to and in place of the City's Department of Assets, Information and Services ("**AIS**"), and the Public Building Commission of Chicago ("**PBC**"), an Illinois municipal corporation, having its office located at the Richard J. Daley Center, Room 200, Chicago, Illinois 60602.

RECITAL

WHEREAS, 2FM and PBC entered into a certain Master Intergovernmental Agreement dated April 1, 2021 (as amended, the "**Agreement**") for the PBC to undertake certain Projects on behalf of the City; and

WHEREAS, pursuant to the Agreement, the City agreed to provide City Funds, which includes proceeds of certain bonds issued by the City and Corporate Funds, for the Projects; and

WHEREAS, 2FM and PBC entered into a certain First Amendment to the Agreement dated February 2, 2023 (the "**First Amendment**"), pursuant to which the City agreed to provide City TIF Funds for the Projects as more particularly set forth in Exhibit B to the Agreement (attached as Exhibit A to the First Amendment); and

WHEREAS, 2FM and PBC have determined that it is necessary, desirable, and in the public interest to further amend the Agreement to update the list of Projects receiving City TIF Funds in Exhibit B;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The foregoing recitals are incorporated herein by reference.
2. **Definitions.** All capitalized terms used but not otherwise defined herein shall have the same meanings as set forth in the Agreement.
3. Exhibit B to the Agreement is hereby amended by (a) replacing the entries for the Central Hearing Facility and the Chicago Public Safety Headquarters with the entries for such Projects shown on Exhibit A to this Second Amendment and (b) adding Projects 3 through 10 shown on Exhibit A to this Second Amendment.
4. In the event of a conflict between the Agreement and this Second Amendment, this Second Amendment shall control and govern.
5. This Second Amendment is comprised of several identical counterparts, each to be fully signed by the Parties and each to be considered an original having identical legal effect. A signature delivered by facsimile or electronic means shall be considered binding for both Parties.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed this Second Amendment to Master Intergovernmental Agreement between the Public Building Commission of Chicago and the City of Chicago, all as of the date first written above.

CITY OF CHICAGO

By: _____
Commissioner
Department of Fleet and Facility Management

By: _____
City Comptroller

PUBLIC BUILDING COMMISSION OF CHICAGO

By: _____
Executive Director