

**FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BY
AND BETWEEN THE CITY OF AURORA AND EAST AURORA
SCHOOL DISTRICT NO. 131 REGARDING THE RELOCATION
OF THE DISTRICT’S ADMINISTRATIVE OFFICES**

THIS FIRST AMENDMENT is made this ___ day of _____, 2020, by and between the CITY OF AURORA, an Illinois home rule municipal corporation (the “City”), and the Board of Education of EAST AURORA SCHOOL DISTRICT NO. 131, KANE COUNTY, ILLINOIS, a public school district of the State of Illinois (the “School District”). Collectively, the City and the School District shall be referred to as the “Parties” and individually as a “Party.”

WHEREAS, on April 1, 2019, the Parties entered into the “Intergovernmental Agreement by and between the City Of Aurora and East Aurora School District No. 131 Regarding the Relocation of the District’s Administrative Offices” (“Agreement”); and

WHEREAS, the Parties desire to amend certain terms of the Agreement as set forth in this First Amendment;

NOW, THEREFORE, in consideration of the mutual promises and consideration set forth herein, the receipt and sufficiency of which are acknowledged by the Parties, the Parties agree as follows:

1. The preambles set forth above are incorporated in this First Amendment as though set forth in this Section 1.
2. Capitalized terms in this First Amendment shall have the same meaning as in the Agreement.
3. Section 2.C. of the Agreement is created and shall read as follows:

The City and the School District agree that the City’s payment to Fox Valley Developers, LLC (“Developer”) of Five Hundred Fourteen Thousand and No/100 Dollars (\$514,000.00) for work by the Developer on Seminary Avenue and the alley in the vicinity thereof, as generally described in Section 2(B) above, shall be counted and credited towards the City’s obligation in Section 2(A) above to provide

the School District with One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00) of monetary payments, grants, property donation, or in-kind assistance related to the School District's renovation and occupancy of the Vacant Property.

4. Section 3 of the Agreement is amended and shall read as follows, with additions underlined and deletions struck through:

The City's obligations in Section 2 shall be void if ~~by July 1, 2020~~ prior to completion of the School District's building on the Vacant Property, the School District has not funded at least One Million Dollars (\$1,000,000) of the renovation of the portion of the Vacant Property it will lease, and the City's obligation to provide monetary payments, grants, or in-kind assistance as set forth in Section 2 will terminate in any year the School District abandons or otherwise ceases to occupy the renovated property after its initial occupancy.

5. All portions of the Agreement, not amended hereby, shall remain in full force and effect.

6. This First Amendment may be executed simultaneously in two (2) counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same First Amendment.

IN WITNESS WHEREOF, the Parties have executed this First Amendment by their duly authorized officials as of the dates set forth below.

CITY OF AURORA,
an Illinois home rule municipal corporation

ATTEST:

By: _____
Richard C. Irvin, Mayor

By: _____
Jennifer Stallings, City Clerk

EAST AURORA PUBLIC SCHOOL DISTRICT,
an Illinois public school district

ATTEST:

By: _____
Annette Johnson, President

By: _____
Kimberly Hatchett, Secretary