

**SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT AMONG THE GOVERNOR'S OFFICE OF MANAGEMENT AND BUDGET, THE DEPARTMENT OF CENTRAL MANAGEMENT SERVICES, THE DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY, THE CAPITAL DEVELOPMENT BOARD, THE DEPARTMENT OF HUMAN SERVICES AND THE ILLINOIS FINANCE AUTHORITY**

**2017-107-IGA-MSA**

Pursuant to the Intergovernmental Cooperation Act (5 ILCS 220) and in accordance with Section 5-655 of the Civil Administrative Code (20 ILCS 5/5-655), this Second Amendment to the Intergovernmental Agreement among the Governor's Office of Management and Budget (GOMB), the Department of Central Management Services (CMS), the Department of Commerce and Economic Opportunity (DCEO), the Capital Development Board (CDB), the Department of Human Services (DHS), and the Illinois Finance Authority (IFA), ("Second Amendment"), is made and entered into as of the date of the last signature below. GOMB, CMS, DCEO, CDB, DHS, and IFA are referred to herein collectively as "Parties" and each individually as a "Party."

**RECITALS**

- A. GOMB, CMS, DCEO, CDB and IFA are Parties to that certain Intergovernmental Agreement dated as of June 11, 2012, as modified by the First Amendment to the Agreement dated April 17, 2014, to include DHS (collectively the "Agreement") regarding the financing of certain energy performance contract projects.
- B. The Parties wish to amend the Agreement to transfer funds from DCEO to DHS and to identify DHS as the Party to make payments for any work required pursuant to the Agreement.
- C. Pursuant to Paragraph D of the Agreement's General Provisions, the Parties agree to amend the Agreement as set forth below.

**AGREEMENTS**

NOW THEREFORE, the Parties agree as follows.

- 1. As soon as is practicable, but in no event later than June 30, 2017, DCEO will transfer the amount of \$10,000,000.00 from Fund 419 to DHS Fund 642.
- 2. The last phrase of Paragraph A.1 (Obligations of GOMB) is deleted in its entirety and replaced with: "In furtherance thereof, GOMB, CDB and DHS shall approve all Projects for each proposed disbursement; and". Further, the parties

acknowledge such is a requirement upon GOMB, CDB and DHS, not DCEO, as may be specified elsewhere in the Agreement.

3. The Projects identified include work to take place at the Elizabeth Ludeman Developmental Disability Center located in Cook County.
4. Pursuant to Paragraph E.2 of the Agreement, IFA makes available to DHS its contract with Ameresco entered into in November 2010 and renewed in November 2015.
5. DHS will pay invoices for work done on the Project out of Fund 642, upon receiving approval of said invoices by both CDB and CMS. The invoices shall be approved or rejected in a timely manner.
6. Effect of Amendment. Except for the express provisions of this Second Amendment, the Agreement shall remain unmodified and in full force and effect.
7. Headings: Section and other headings contained in this Second Amendment are for reference purpose only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.
8. Counterparts: This Second Amendment may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding all parties, notwithstanding that all are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

Illinois Finance Authority

Signed:



Printed Name:

Christopher Meister

Title:

Executive Director

Date:

11/22/2016

Governor's Office of Management and Budget

Signed:



Printed Name:

Tim Noding

Title:

Director, GOMB

Date:

11-22-16

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

Signed:



Printed Name:

MICHAEL HOFFMAN

Title:

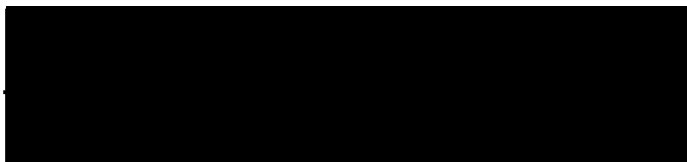
ACTING DIRECTOR

Date:

11.22.2016

Department of Commerce and Economic Opportunity

Signed:



Printed Name:

SEAN MCCARTHY

Title:

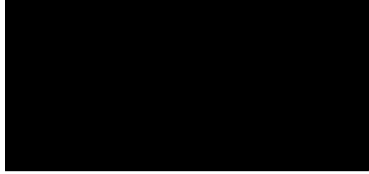
ACTING DIRECTOR

Date:

11/21/2016

**Capital Development Board**

Signed:



Printed Name:

Jodi Golden

Title:

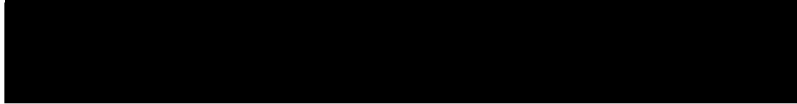
Executive Director

Date:

11/23/16

Department of Human Services

Signed:



Printed Name:

James T. Dimas

Title:

Secretary

Date:

11/21/16