

EXHIBIT A

See attached.

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

This **FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT** (this "**First Amendment**") is entered into as of _____, 2024, by and among the City of Chicago, an Illinois municipal corporation (the "**City**"); the Chicago Park District, an Illinois municipal corporation (the "**Park District**"); and the Forest Preserve District of Cook County, an Illinois special district (the "**Forest Preserve District**") and pertains to the support of NeighborSpace, an Illinois not-for-profit corporation ("**NeighborSpace**"). The City, Park District and Forest Preserve District may sometimes be referred to individually as a "**Party**", and collectively as the "**Parties**". All capitalized terms not defined herein shall have the definitions set forth in the IGA, as hereinafter defined.

RECITALS

WHEREAS, the Parties entered into an Intergovernmental Agreement as of June 22, 2021 (the "**IGA**"), effective from January 1, 2021 through December 21, 2025, with the option for a five (5) year renewal to support the work of NeighborSpace; and

WHEREAS, NeighborSpace has preserved more than 27 acres across 120 open spaces on behalf of dedicated community partners resulting in community-based spaces for growing food, gathering together, preserving nature, beautification, small business, education and job training; and

WHEREAS, the Parties seek to amend the IGA to increase the amount of funding each Party provides to NeighborSpace, to extend the term of the IGA and for other purposes as more fully set forth below; and

WHEREAS, the Board of Commissioners of the Forest Preserve District authorized on January, 23, 2024, the execution of this First Amendment; and

WHEREAS, the Board of Commissioners of the Park District authorized on March 13, 2024, the execution of this First Amendment; and

WHEREAS, the City Council of the City (the "**City Council**"), pursuant to an ordinance adopted on _____, 202_, and published at pages _____ through _____ in the Journal of Proceedings of the City Council for such date, authorized the execution of this First Amendment.

NOW THEREFORE, in consideration of the covenants and agreements contained herein, the Parties agree as follows below.

1. **Incorporation of Recitals**. The foregoing recitals are expressly incorporated in and made a part of this First Amendment as if fully set forth herein.
2. **Obligations of The City, The Park District and The Forest Preserve District**. Section 2A is amended by deleting the first paragraph in its entirety and replacing it with the following:

Subject to annual appropriations, the City shall provide \$185,000 annually, the Park District shall provide \$180,000 annually and the Forest Preserve District shall provide \$100,000 annually to NeighborSpace throughout the duration of this Agreement; provided however, that:

3. **Term of the Agreement.** The Parties hereby agree to delete Section 13 of the IGA in its entirety and replace it with the following:

The term of this Agreement shall commence on the Effective Date and terminate on December 31, 2033, subject to annual appropriations. However, the term of this Agreement may be extended for an additional five (5) year period by a mutual written extension of the Parties; provided that: (1) for the Forest Preserve District, agreement to and execution of such written extension shall be at the discretion of and by its General Superintendent; and (2) for the Park District, agreement to and execution of such written extension shall be at the discretion of and by its Board of Commissioners.

4. **Notice.** The Parties hereby agree to amend Section 15 of the IGA to provide that all notices, demands and requests sent to the Park District and the Forest Preserve District under said Section 15 shall be sent to the following:

If to the Park District

Chicago Park District
4830 S. Western Ave.
Chicago, Illinois 60609
Attn: General Superintendent

With a copy to:

Chicago Park District
4830 S. Western Ave.
Chicago, Illinois 60609
Attn: General Counsel

If to the Forest Preserve District

Eileen Figel, Interim General Superintendent
Forest Preserves District of Cook County
536 N. Harlem Ave.
River Forest, IL 60304

With a copy to:

Forest Preserves of Cook County
Legal Department
69 W. Washington, Suite 2010
Chicago, IL 60602
Attn: Lisa Lee, Chief Attorney
Lisa.Lee@CookCountyIL.gov

5. **Ratification; Conflict.** Except as set forth in this First Amendment, the IGA is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this First Amendment and the IGA, the terms of this First Amendment will prevail.

6. **Counterparts**. This First Amendment may be executed in one or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one agreement. Electronic signatures (facsimile or .pdf) of or on behalf of either the City, Park District or Forest Preserve District to this First Amendment shall be effective for all purposes.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, each of the Parties has caused this First Amendment to be executed and delivered as of the date first above written.

CITY OF CHICAGO, an Illinois municipal corporation

By: _____
Ciere Boatright
Department of Planning and Development,
Commissioner

CHICAGO PARK DISTRICT, an Illinois municipal corporation

By: _____
Rosa Escareño
General Superintendent and CEO

Attest:

Sarah Gelder
Secretary

FOREST PRESERVE DISTRICT OF COOK COUNTY, an Illinois special district

By: _____
Toni Preckwinkle, President