

**AMENDMENT No.1 TO THE  
TO THE INTERGOVERNMENTAL FUNDING AGREEMENT FOR THE DESIGN AND  
ENGINEERING OF THE PARKING FACILITY EXPANSION IN  
THE VILLAGE OF ROMEOVILLE**

**THIS AMENDMENT** (“**Amendment**”) is entered into between the Village of Romeoville, an Illinois municipal corporation (“**Municipality**”), and the Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation (“**Metra**”) and amends and modifies the Intergovernmental Funding Agreement for the Design and Engineering [of the Parking Facility Expansion in the Village of Romeoville], entered into by the parties on April 18, 2018 (“**Agreement**”).

**RECITALS:**

A. The parties entered into the Agreement to allow Metra to reimburse Municipality up to \$60,000 for Municipality to hire a firm to design and engineer the planned parking expansion at Romeoville Metra commuter facility (the “**Project**”).

B. The cost of the Project ended up being slightly less than anticipated.

C. The parties would now like to amend and modify the Agreement to allow any excess funds in this Agreement to be applied costs associated with the construction and/or construction management of the parking facility expansion.

**NOW, THEREFORE**, the parties agree as follows:

1. The last sentence of Section 1 of the Agreement is hereby replaced with the following sentence:

The design, engineering, construction, and construction management of the existing commuter parking facility serving the Romeoville Station.

2. Exhibit A, “Project Scope and Estimate” to the Agreement shall hereby include as part of the scope, both “construction” and “construction management.”

3. To the extent the provisions of the Agreement are in conflict with the provisions of this Amendment, the provisions of this Amendment shall control.

4. Terms, not otherwise defined herein, shall have the same meanings ascribed to them in the Agreement. The remaining terms, covenants, provisions and conditions of the Agreement shall remain in full force and effect.

5. If any provision in this Amendment is legitimately found to be void or unenforceable as written, then such provision shall be given force to the fullest possible extent that the same is legal, valid and enforceable and the remainder of this Amendment shall be construed as if such provision is not contained therein provided that the Amendment, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of the Parties.

6. This Amendment may be simultaneously executed in counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument, the use of electronically scanned and transmitted signatures for the negotiation and execution of this Amendment shall be legal and binding and shall have the same full force and effect as if originally signed.

**Signature Page to Follow**

**THIS AGREEMENT IS ENTERED INTO** between the parties as of the date of the later of the signatures below.

**VILLAGE OF ROMEOVILLE:**

**COMMUTER RAIL DIVISION OF THE  
REGIONAL TRANSPORTATION  
AUTHORITY:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date signed: \_\_\_\_\_

By:  \_\_\_\_\_  
James M. Derwinski, CEO /Executive Director

Date signed: \_\_\_\_\_