

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE METRO EAST POLICE DISTRICT COMMISSION AND THE  
ILLINOIS FINANCE AUTHORITY REGARDING THE METRO EAST  
POLICE DISTRICT FUND**

This Intergovernmental Agreement (hereinafter referred to as the "Agreement") is entered into this 13<sup>th</sup> day of June 2013, by and through **THE METRO EAST POLICE DISTRICT COMMISSION** (the "Commission") **AND THE ILLINOIS FINANCE AUTHORITY** (the "Authority"); collectively referred to as "PARTIES" and may be individually referred to herein as a "PARTY".

**WITNESSETH:**

WHEREAS, Illinois law provides that public agencies may share powers through use of intergovernmental agreements pursuant to Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.); and

WHEREAS, the Metro East Police District Act (the "Act") created the Metro East Police District Commission, a body politic and corporate, to govern and administer the Metro East Police District (the "District") (70 ILCS 1750/10); and

WHEREAS, the Act created in the custody of the Authority the Metro East Police District Fund (the "Fund") where all moneys received by the Commission shall be deposited (70 ILCS 1750/15); and

WHEREAS, the Authority and the Commission may jointly administer the Fund (20 ILCS 3501/825-115; 70 ILCS 1750/15); and

WHEREAS, all moneys received by the Commission shall be deposited in the Fund (20 ILCS 3501/825-115; 70 ILCS 1750/15); and

WHEREAS, upon request of the Commission, the Authority shall provide to the Commission moneys deposited in the Fund (20 ILCS 3501/825-115); and

WHEREAS, the Commission is authorized to use all money received for all purposes and powers set forth in the Act, provided that the Commission and the Authority enter into an intergovernmental agreement to use the moneys deposited

into the Fund solely for the purposes set forth in the Act (70 ILCS 1750/15; 20 ILCS 3501/825-115); and

WHEREAS, the Parties desire to cooperate with and among each other in furtherance of the Act for the objectives described above;

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the Parties hereto agree as follows:

1. The Authority agrees to establish the Fund through one or more bank accounts into which all moneys in the Fund shall be deposited. Such bank account(s) shall be: (a) clearly identified as relating to the Fund; and (b) maintained separately from all other accounts and funds under the control of the Authority.
2. The Fund will be setup to allow the Commission to make deposits and perform online queries regarding account activity and balances.
3. The Commission agrees to deposit into the Fund any moneys received by or on behalf of the Commission.
4. The Commission will not have disbursement capabilities or any rights to withdraw moneys from the Fund.
5. The Authority will have the signature authority on the Fund for purposes of writing checks, processing electronic payments, or otherwise disbursing moneys from the Fund. Except as provided in Section 9 of this Agreement, the Authority shall not disburse any moneys from the Fund except as provided in this Agreement.
6. On a monthly basis, the Commission may submit a request to the Authority to disburse moneys from the Fund (a "Withdrawal Request"), in the form of a direct payment into the Disbursement Account (as hereinafter defined) for purposes of allowing the Commission to make payments as and when they become due; provided, however, that all such disbursements shall only be for expenses incurred and authorized under the Act. Each Withdrawal Request will be accompanied by a properly executed certification (the "Certificate") in a form approved by the Authority, which Certificate shall certify that the money requested will only be used for purposes and powers set forth in the Act and otherwise

to confirm compliance with the Act. The Certificate will be executed by the then-current Chair, Vice-Chair, or Treasurer of the Commission, which signature shall be attested to by the Secretary of the Commission or a notary public. The Authority may amend the form and content of the Certificate from time-to-time, provided that any superseded form of the Certificate may be used to request disbursements from the Authority for not more than 30 days after the Authority notifies the Commission of an updated form of the Certificate.

7. The Commission agrees to establish a local bank account into which the Authority may deposit moneys disbursed pursuant a Certificate (the "Disbursement Account"). Such Disbursement Account shall be used only to handle expenditure payments of the Commission consistent with the purposes of the Act. The Authority shall have authority to make deposits into and the right (but not the obligation) to perform online queries regarding the Disbursement Account activity and balances; the Authority shall have no authority to make withdrawals from the Disbursement Account.
8. Upon receipt of a Withdrawal Request and Certificate from the Commission, the Authority agrees to review the Fund balance to ensure sufficient moneys exist to pay the Withdrawal Request. If so, the Authority will generate an electronic payment to the Commission's Disbursement Account within 10 business days after the Authority receives the Withdrawal Request. In the event that there are insufficient moneys in the Fund to pay the full amount set forth in a Withdrawal Request, the Authority shall so notify the Commission within 10 business days after the Authority receives the Withdrawal Request, and no moneys shall be released from the Fund except upon receipt of a modified Withdrawal Request and Certificate. The Authority will only reimburse the Commission for expenses incurred up to the current balance in the Fund.
9. In consideration of the administrative costs of the Authority, the Commission agrees to pay the Authority a quarterly fee of 3% of the quarterly deposits into the Fund. The Commission shall remit payment to the Authority within 30 days of the quarters ending: March 31<sup>st</sup>, June 30<sup>th</sup>, September 30<sup>th</sup> and December 31<sup>st</sup> of each year.

10. The Authority shall have the right to rely on the Withdrawal Request and Certificate as being true and accurate with respect to the amounts and purposes of expenditures that the Commission seeks to make from the Disbursement Account. The Commission shall release and hold the Authority harmless from any responsibility or liability arising from the improper use of moneys in the Fund that the Authority releases in accordance with a Withdrawal Request and Certificate.

## **GENERAL PROVISIONS**

- A. The term of this Agreement commences on the date of execution and delivery by all Parties hereto and terminates on December 31, 2019.
- B. It is understood and agreed that this Agreement constitutes the complete and exclusive statement of the agreement of the Parties relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations, or understandings concerning such subject matter.
- C. This Agreement may only be modified by written modification executed by duly authorized representatives of all the Parties hereto.
- D. The failure by any Party to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this Agreement shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this Agreement shall be deemed waived by the Parties unless such provision is waived in writing.
- E. It is agreed that this Agreement will be governed by the laws of the State of Illinois, without regard to any conflict of laws provisions.
- F. All notices shall be in writing and may be delivered through electronic communication, personally delivered or mailed to the following persons at the following addresses:

To Metro East Police  
District Commission:

Calvin Dye, Chairman, or successor;  
[calvin.dye@co.st-clair.il.us](mailto:calvin.dye@co.st-clair.il.us)

1034 Far Oaks Drive  
Caseyville, Illinois 62232

Martin Gulley, Treasurer, or successor;  
[mgulley@metro STLouis.org](mailto:mgulley@metro STLouis.org)

1 Fawn Meadows  
Swansea, Illinois 62226

To Illinois Finance  
Authority:

Christopher Meister, Executive Director, or  
successor;  
[cmeister@il-fa.com](mailto:cmeister@il-fa.com)

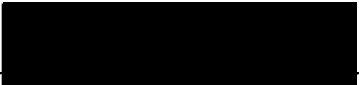
Pamela Lenane, Acting General Counsel, or  
successor;  
[plenane@il-fa.com](mailto:plenane@il-fa.com)

Illinois Finance Authority  
Two Prudential Plaza  
180 North Stetson, Suite 2555  
Chicago, Illinois 60601

- G. The introductory recitals included at the beginning of this Agreement are agreed to and incorporated into this Agreement.
- H. The Parties agree to maintain books and records related to the performance of this Agreement. The Parties further agree to cooperate fully with any audit and to make its books and records, and books and records within its custody or control available to the Illinois Auditor General, who shall, at least biennially, audit or cause to be audited all records and accounts of the Commission pertaining to the operation of the District (70 ILCS 1750/15).

IN WITNESS WHEREOF, the Parties have executed this Agreement,  
effective as of June 13<sup>th</sup> 2013.


**ILLINOIS FINANCE AUTHORITY**

By: —

Its: Executive Director

Date: 6/13/2013

**METRO EAST POLICE DISTRICT  
COMMISSION**

By:   
Its: JREG SUKER  
Date: 6-26-13