

INTERGOVERNMENTAL AGREEMENT NUMBER TWO

THIS INTERGOVERNMENTAL AGREEMENT (this “Agreement”) is made and entered into by and between the Illinois Finance Authority, an executive agency of the State of Illinois, (the “Authority”) and the Office of the State Fire Marshal, an executive agency of the State of Illinois, (the “OSFM”) (collectively, the Authority and the OSFM may, for convenience purposes only, be referred to as the “Parties” and each individually as a “Party”).

W I T N E S S E T H

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois, adopted in 1970, expressly permits units of local government to contract or otherwise associate with the State of Illinois to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not otherwise prohibited by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*) authorizes public agencies, which include agencies of the State of Illinois government, to jointly enjoy and/or exercise powers, privileges, functions or authority with other public agencies, except where specifically and expressly prohibited by law; and

WHEREAS, the Intergovernmental Cooperation Act authorizes public agencies to enter into intergovernmental agreements with other public agencies; and

WHEREAS, the Authority has been created by the Illinois Finance Authority Act, 20 ILCS 3501/801-1, *et seq.* (the “Act”); and

WHEREAS, the OSFM has been created by the State Fire Marshal Act, 20 ILCS 2905/0.01, *et seq.*; and

WHEREAS, the Fire Truck Revolving Loan Program continued and re-enacted by Section 825-80 of the Act (20 ILCS 3501/825-80) (the “Fire Truck Program”), the Fire Station Revolving Loan Program established by Section 825-81 of the Act (20 ILCS 3501/825-81) (the “Fire Station Program”), and the Ambulance Revolving Loan Program established by Section 825-85 of the Act (20 ILCS 3501/825-85) (the “Ambulance Program” and, together with the Fire Truck Program and the Fire Station Program, the “Loan Programs”) are jointly administered by the Authority and the OSFM; and

WHEREAS, the Authority incurs costs in excess of the fees it collects related to the administering and servicing of the Loan Programs; and

WHEREAS, the OSFM wishes to make a one-time transfer of funds to the Authority to facilitate administering and servicing of the Loan Programs for the fiscal year ending June 30, 2023 (“Fiscal Year 2023”);

WHEREAS, the Authority and the OSFM agree that this Intergovernmental Agreement is in addition to the Intergovernmental Agreement with an effective date of July 1, 2020 and continuing until June 30, 2025 (the "Prior Agreement"); and

WHEREAS, based on the foregoing, the Parties have concluded that it is necessary and advisable to enter into this Agreement; and

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. **TERM.** The term of this Agreement shall commence upon the Effective Date (as hereinafter defined) and shall continue until June 30, 2023.
2. **RECITALS.** The abovementioned recitals, as contained in the paragraphs constituting the preambles to this Agreement, are full, true, and correct and are hereby incorporated into this Agreement as if fully restated herein.
3. **TRANSFER OF FUNDS AND USE OF FUNDS.** As soon as possible after the execution of this Agreement, the OSFM will pay the Authority a one-time payment of \$150,000 for the Authority's operational expenses of administering and servicing the Loan Programs for Fiscal Year 2023, including, without limitation, originating loans and administering and servicing all outstanding loans under the Loan Programs without regard to the date of origination thereof. The \$150,000 payment shall only be used by the Authority to cover the Authority's operational expenses pertaining to administering and servicing the Loan Programs for Fiscal Year 2023 and may not be used by the Authority for any other unrelated purpose. These operational expenses include, without limitation, time of Authority staff and other third parties related to the Loan Programs, out-of-pocket expenses of the Authority and such third parties related to the Loan Programs, and costs associated with transferring money for payments under the Loan Programs. No later than thirty days after the end of Fiscal Year 2023, the Authority will provide to OSFM a written report detailing and breaking down by category, as best as reasonably feasible, how the \$150,000 payment was used to cover operational expenses pertaining to administering and servicing the Loan Programs for Fiscal Year 2023.
4. **NOTICES.** Any notice, request, demand, or other communication provided for by this Agreement shall be in writing and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested; or (d) when delivery is refused. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

If to the Authority:
Illinois Finance Authority
160 N. LaSalle St. Suite S1000
Chicago, Illinois 60601
Attn: Executive Director

If to the OSFM:
Office of the State Fire Marshal
555 W. Monroe Street, Suite 1300-N
Chicago, Illinois 60661
Attn: State Fire Marshal

With a Copy to:
Illinois Finance Authority
160 N. LaSalle St, Suite S1000
Chicago, Illinois 60601
Attn: Office of the General Counsel

With a Copy to:
Office of the State Fire Marshal
555 W. Monroe Street, Suite 1300-N
Chicago, Illinois 60661
Attn: Office of the General Counsel

5. **SEVERANCE.** The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof. Provided, however, that if permitted by applicable law, any invalid, illegal or unenforceable provision may be considered in determining the intent of the Parties with respect to the provisions of this Agreement.
6. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements, or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by authorized representatives of each Party.
7. **CONTINUED EFFECTIVENESS OF THE PRIOR AGREEMENT.** Notwithstanding anything set forth herein, the Prior Agreement shall remain in full force and effect.
8. **MODIFICATION & WAIVER.** No provision of this Agreement may be modified, waived or discharged unless such waiver, modification, or discharge is agreed to in writing and signed by each Party or an authorized representative thereof. No waiver by either Party regarding any breach of a condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions of this Agreement. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either Party that are not expressly set forth in this Agreement.
9. **HEADINGS.** The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
10. **CONSTRUCTION AND GOVERNING LAW.** Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois.
11. **RIGHT TO COUNSEL.** Each Party acknowledges that it was informed that it has the right to consult with an attorney before signing this Agreement and this paragraph shall

constitute written notice of the right to be advised by legal counsel. Additionally, each Party acknowledges that it had an opportunity to and did negotiate the terms of this Agreement. Each Party acknowledges that it has been given a reasonable amount of time to consider and sign this Agreement.

12. **COUNTERPARTS & FACSIMILE.** This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.
13. **RELATIONSHIP.** This Agreement shall not be deemed or construed to evidence or create an employment, joint venture, partnership, or other agency relationship between the Parties hereto.
14. **COMPLIANCE WITH LAWS.** All provisions of this Agreement shall be carried out and discharged in full compliance with all applicable laws.

(SIGNATURE PAGE TO FOLLOW)

THE PARTIES TO THIS AGREEMENT HAVE READ THE FOREGOING AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND EACH AND EVERY PROVISION CONTAINED HEREIN.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be made effective beginning on July 15, 2022 (the "Effective Date").

Executed:

[Redacted Signature]

Authorized Representative of the Illinois Finance Authority

Printed Name: CHRISTOPHER B. MEISTER

Title: EXECUTIVE DIRECTOR

07/14/2022
Date

[Redacted Signature]

Authorized Representative of the Office of the State Fire Marshal

Printed Name: DALE SIMPSON

Title: ACTING ILLINOIS STATE FIRE MARSHAL

7-15-22
Date