

**Interagency Agreement
Between
The Illinois Finance Authority
And**

The Illinois Department of Commerce and Economic Opportunity

The Illinois Department of Commerce and Economic Opportunity (DCEO), and the Illinois Finance Authority (IFA) hereby execute this Interagency Agreement (Agreement) effective as of the 1st Day of July, 2016.

Whereas, the Intergovernmental Cooperation Act and the Constitution of the State of Illinois permits the State of Illinois and governmental agencies to cooperate together in the performance of their responsibilities by contracts and other agreements (5 ILCS 220/1 et seq.); and

Whereas, DCEO is a State Agency charged with enhancing Illinois' economic competitiveness by providing technical and financial assistance to businesses, local governments, workers and families (*See* 20 ILCS 605/605 et seq.); and

Whereas, IFA, a body politic and corporate, is a self-financed, state authority principally engaged in issuing taxable and tax-exempt bonds, making loans, and investing capital for businesses, non-profit corporations, agriculture and local government units statewide (*See* 20 ILCS 3501/801 et seq.); and

Whereas, DCEO and IFA have a mutual interest in establishing policies and programming to facilitate economic development opportunities in Illinois; and
Whereas, the Illinois Procurement Code permits the State to enter into contracts for leases of real property (*See* 30 ILCS 500/40, et. seq.); and

Whereas, the Illinois Procurement Code exempts IFA from needing to request information for property for space less than 10,000 square feet, and/or leases for rent of less than \$100,000 per year;

Now, therefore, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties enter into this Agreement to set forth their respective responsibilities and agree as follows:

1. DCEO agrees to lease IFA office space in its office building located at 500 East Monroe, Springfield, Illinois 62701. Specific space to be let is limited to Offices 301, 302, and 718.
2. The parties agree that IFA is being provided the use of the office space free of charge.

3. The parties agree that, unless specifically provided otherwise, DCEO will provide all utilities, janitorial service and trash pick up associated with said office space.
4. IFA's employees may occupy and use said space solely for the purpose of conducting official government business relating to IFA.
5. IFA will have access to use the DCEO photocopier as needed, provided that IFA must reimburse DCEO for such use, and will be billed at the standard rate that is charged to any DCEO division.
6. IFA will have access to use DCEO common office space including, but not limited to, break rooms, rest rooms, and conference rooms. IFA access to these areas will be pursuant to the standard rules as applicable to DCEO employees.
7. IFA will have access to DCEO mailing services, including the mailroom and postage machines. IFA agrees that it will be responsible for all costs related to mailing services, and will reimburse DCEO if so requested.
8. DCEO will allow IFA employees to utilize DCEO's internet access. IFA agrees that its employees must follow DCEO usage policy.
9. The IFA agrees that IFA employees and guests will observe and participate, when necessary, in all procedures and policies which are generally required by DCEO staff.
10. The parties agree that DCEO will not provide secretarial services to IFA.
11. IFA is solely responsible for any administrative expenses related to its lease of DCEO office space, and the moving of IFA persons and effects to DCEO.
12. Unless otherwise specified, IFA remains solely responsible for the cost and maintenance of any IFA property used at DCEO.
13. IFA agrees that it will be responsible for the installation and maintenance of a telephone system, facsimile machine, as well as any additional IFA administrative equipment, separate and apart from DCEO systems for said office space. IFA also agrees that it will be responsible for any charges for said systems.
14. IFA is responsible for providing office furniture and related administrative equipment, but DCEO will provide additional office furniture and administrative equipment upon request to the extent feasible.
15. This Agreement shall run through June 30, 2019, with no payments for rent due. Thereafter, this Agreement shall be renewed as agreed upon by both parties.

This agreement may be terminated with sixty (60) days written notice of cancellation, at which time the Agreement will then end.

16. IFA, as a body politic and corporate, is subject to the protections found in the statutes of the State of Illinois. The Authority maintains its own insurance. Accordingly, IFA's employees are insured provided their actions arise out of, or in the course of, their employment. Any liability for damages that DCEO may have is expressly limited by and subject to the provisions of the Illinois Court of Claims Act (705 ILCS 505/1) and to the availability of sufficient appropriations pursuant to the State Finance Act (30 ILCS 105 et. seq.). IFA agrees to process any claim, through the State insurance plan, on behalf of DCEO for damages incurred by an IFA representative or IFA guest on or to DCEO property.

17. The Parties agree that any disputes that may arise as a result of this Agreement will be referred to the Illinois Department of Central Management (CMS) for arbitration. The decisions of CMS will be final and binding.

18. This Agreement, with attachments, as written, is the full and complete agreement between the parties and there are no oral agreements or understandings between the parties other than what has been reduced to writing herein.

19. This Agreement becomes effective upon being signed by both parties; it may be terminated by either party upon written notice to the other sixty (60) days in advance of such termination.

20. All notices required or desired by either party to this Agreement shall be sent by certified mail to the following respective individuals or the individual's successor or assign and to the respective addresses:

Illinois Department of Commerce and Economic Opportunity
Sean McCarthy, Acting Director
500 East Monroe
Springfield, Illinois 62701-1615
Telephone: (217) 782-7500

Illinois Finance Authority
Chris Meister, Executive Director
160 N. LaSalle St., Suite S-1000
Chicago, Illinois 60601
Telephone: (312) 651-1300

21. DCEO agrees that, in the event of DCEO's relocation, DCEO will provide comparable office space for use by IFA at the new location free of charge and continue to provide the services described herein.



22. This Agreement may be modified or amended with the consent of both parties at any time during its term. Amendments to this Agreement must be in writing and signed by the parties or their authorized representatives.

23. This Agreement is governed in all respect by the laws of the State of Illinois. In the event this entire Agreement becomes illegal, it will terminate immediately. However, should any portion or portions of this Agreement be found to be illegal, the said portion or portions of this Agreement will not be construed to render it void, but will be severed from the Agreement upon such finding. If a portion of the Agreement is severed, the remaining terms and conditions of this Agreement shall remain in full force and effect.

24. This Agreement may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Agreement must be produced or exhibited, be the Agreement but all such counterparts shall constitute one and the same instrument.

Authorized Signatures:

Illinois Department of Commerce and Economic Opportunity

 By 
Justin L. Heather
General Counsel

Sean McCarthy
Acting Director

6/15/2016
Date

Illinois Finance Authority


Chris Meister
Executive Director

6/29/16
Date